Item#(含)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Satisfactions Of Second Mortgage
DEPARTMENT: Planning & Development DIVISION: Community Resources
AUTHORIZED BY: Donald Fisher CONTACT: Annie Knight EXT. 7384
Agenda Date 11/09/2004 Regular Consent Work Session Briefing Public Hearing - 1:30 Public Hearing - 7:00
MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Program's Home Ownership Assistance Program and the Emergency Repair Housing Program

BACKGROUND:

The attached clients were assisted with Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to repair their home in Seminole County. These clients have met and satisfied all County, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting the Board to approve and execute the attached Satisfactions on the properties to remove the now-satisfied liens. Thirteen of the twenty clients have tendered payment for the amounts owed. Repayments totaling \$151,157.54 have been made to the Housing Trust Fund. The remainder are being forgiven for compliance with the applicable affordability period.

Reviewed by:
Co Atty:
DFS:
Other:
DCM:
CM:
File No. - cpdc02

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 12, 2002, and recorded in Official Records Book 04445, Pages 1147 through and including 1150, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 14, 2002, and recorded in the Official Records Book 04445, Pages 1151 through and including 1153, Public Records of Seminole County, Florida, which encumbered the property located at 1324 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description:

LOTS 13, 14, AND THE NORTH 1/2 OF LOT 15, BLOCK C, BUENA VISTA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-501-0C00-0130

(the "Property,") were made by Edward and Cynthia Smith, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the five (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

record.	
<pre>IN WITNESS WHEREOF, Se be executed this day of</pre>	eminole County has caused these presents, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk	

satisfaction-smith

Regions Bank

File: DAY0407125

Name: EDWARD E. SMITH; CYNTHIS S. SMITH

Seller:

Legal Description:

Property Address: 1324 SUMMERLIN Avenue SANFORD, FL 32771

(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00

3-9104

Date

7/16/2004

Payable To: SEMINOLE COUNTY

True Title, Inc.
Escrow Account
One Seine Court, Suite 304
New Orleans, LA 70114
(866) 368-1118

(000),000 111.0

Ten Thousand and 00/100 Dollars

Regions Bank

3-9104

Date 7/16/2004

Void after 90 days

\$ ***\$10,000.00

TO THE ORDER

SEMINOLE COUNTY

(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00

File: DAY0407125

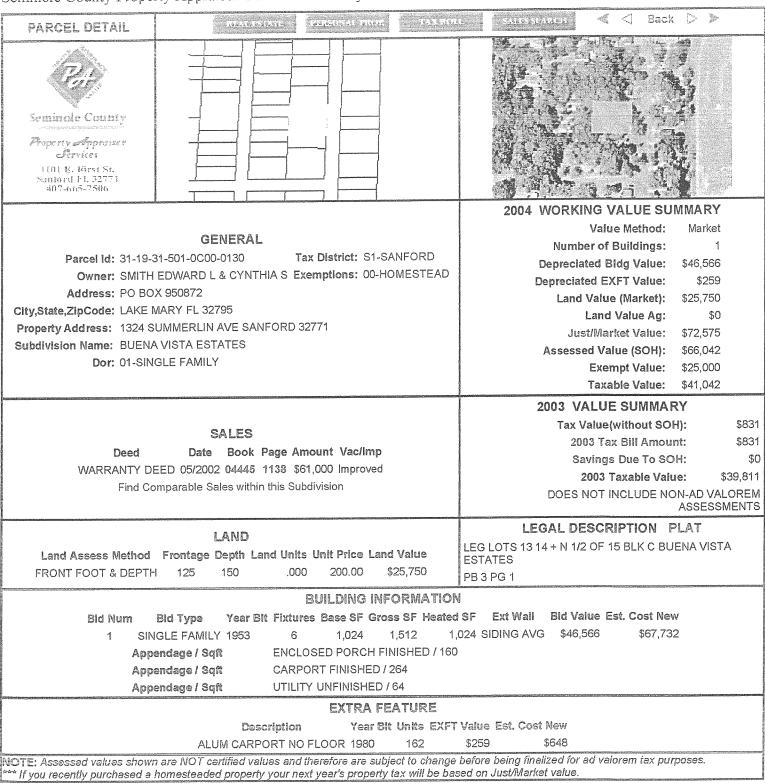
IST.DATA05

Name: EDWARD E. SMITH; CYNTHIS S. SMITH

1.111-1

"300009104" ::063206663: 5701027182"

27



BACK PROPERTY APPRAISER CONTACT FROME PAGE

Seminole County S. H. J.P. Homeownership Assistance Program

S.H.I.P. Mortgage

THIS MORTGAGE is hereby made and entered into this 12th day of June, 2002 by and between Edward & Cynthia Smith hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee." *, husband and wife

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Mortgage Note of even date herewith (\$10,000.00), hereinafter described, the Mortgage prereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County Eprida;

SEE EXHIBIT "A TACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the dwelling, and accessories thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonable be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Mortgage approved by Managee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

AFTER RECORDING RETURN TO:

SEMINOLE COUNTY COMMUNITY

DEVELOPMENT OFFICE

APTN) ORI SOLITRO

1101 M. FIRST STREET

SANFORD, FL 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT CLERK OF BENINDLE COUNTY BK 04445 PG 1147 FILE NUM 2002900326 RECORDED 86/26/2892 02:09:07 PM RECORDED BY J Eckenroth

Page 1 of 7



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Mortgage Not hereinafter substantially copied or identified to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER If the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosule, the fin of this Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Mortgage, or either; to pay all and singular the taxes assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Montgagor to promptly and fully comply with the agreements, stipulations, conditions and coverants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgage may pay the same, without waiving or affecting the option to foreclose or any other right hereupper, and all such payments shall bear interest from the date thereof at the highest lawful rate the allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Mortgage Note attached bereto as Exhibit "B" no payments shall be required on the Mortgage as long as the land remains becupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased of subleased for five (5) years then this Mortgage shall be forgiven in full and a release filed in the bublic records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR FILE NUM 2002900326 Page 2 of 7

PAGE 1148 OR BOOK 04445

REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of Ten Thousand 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Mortgage shall automatically terminate upon the First Mortgage holder acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

mortgage, me	proxecution and	
INI VAJITNIE!	SS WHEREOF the said N	Mortgagor has here unto signed and sealed these presents
the day and ve	ear first at give written.	
the day and y		00 020-41
		Colorans & small
Signature:	Witness H MARK WRICHT	Signature Owner:
() D. 1	10n (D)	Edward Smith
Print Name:	Witness - DEBORAL IN	P.O. BOX 950872, LAKE MARY, FLORIDA 32795
Pilit Name.	MONNIE	
Signature:	Witness	Signature: Owner
		Q Combrack would
Print Name:	Witness	Cynthia Smith
, , , , , , , , , , , , , , , , , , , ,		0. BOX 950872, LAKE MARY, FLORIDA 32795
STATE OF FL		
COUNTY OF	SEMINOLE	
I HEREBY	$^{\prime}$ CERTIFY that on this $_$	12TU PAST OF JUNE , 2002 before me, an
		and in the County aforesaid to take
acknowledgm	ents, personally ap	executed the largering instrument and who acknowledge
CYNTHIA SP	MTH , WHO	ne same and are personally known to me or have produced
before me tha	ne/sne/tney executed the	ntification and who did/ did not take an oath.
WITNESS	my hand and official seal	in the County and State ast aforesaid.
		MERE
, enton,	Mark A. Wright	Name: MARK A. WRIGHT
	MY COMMISSION # CC624531 EXPIRES	Notary Public
100 No.	April 8, 2005	Serial Number CC82453
"Henry		Commission Expires: 4/8/03

FILE NUM 2002900326 OR BOOK 04445 PAGE 1149

Page 3 of 7

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 13, 14 & N ½ LT 15 Blk C Buena Vista Estates PB 3 PG 1

also known as:

Lots 13 14 and the North 1/2 of Lot 15, Block C, BUENA VISTA ESTATES, according to the Plat recorded in Plat Book 3, pages 1 and 2, as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.



FILE NUM 2002900326 OR BOOK 04445 PAGE 1150

Page 4 of 7

Seminole County S. H.J.P. Homeownership Assistance Program EXHIBIT "B"

S.H.I.P. MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Ten Thousand (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 3271, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Mortgage Note shall be due and payable in full.

- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiver five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five the ears after execution of this Note.
- C. If the property is sold, based; transferred or refinanced prior to five (5) years after the purchase, the un-forgiver balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as set orth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and sincorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HORETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be to default upon occurrence of one or more of the following conditions:

FILE NUM 2002900326 OR BOOK 04445 PAGE 1151

Page 5 of 7

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

SEMINOLE COUNTY COMMUNITY

DEVELOPMENT OFFICE

ATTN: LORI SOLITRO

1101 N. FIRST STREET

SANFORD, FL 32771

- The sale transfer or refinancing of the subject home and real property, within five (5) years
 of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within five (5) years of the date of execution of the Note and Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors?
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintage are quate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Mortgage shall be subordinate to a First Mortgage. If any provision of this Mortgage Note shall conflict with any provision of the First Note of First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor day and year first above written.	has hereunto signed and sealed these presents the
Signature: Witness PMARK WRIGHT	Signature: Owner
Print Name: Witness - PERORAH L. MONNICH	Elward Smith
Signature: Witness	Signature: Owner
Print Name: Witness	Cynthia Smith
STATE OF FLORIDA COUNTY OF SEMINOLE	
before me that he/she/they executed the sar	foresaid and in the County aforesaid to take and EDWARD SMITH and ted the foregoing instrument and who acknowledge ne and are personally known to me or have produced tion and who did/ did not take an oath.
WITNESS my hand and official seal in the	e County and State last aforesaid.
Note State France Series	ne: MARK A. WRIGHT ary Public al Number 00824531 nmission Expires: 448183

FILE NUM 2002900326
DR BOOK 04445 PAGE 1153 Page 7 of 7

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 12, 2002, and recorded in Official Records Book 04445, Pages 1147 through and including 1150, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 14, 2002, and recorded in the Official Records Book 04445, Pages 1151 through and including 1153, Public Records of Seminole County, Florida, which encumbered the property located at 1324 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description:

LOTS 13, 14, AND THE NORTH 1/2 OF LOT 15, BLOCK C, BUENA VISTA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-501-0C00-0130

(the "Property,") were made by Edward and Cynthia Smith, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the five (5) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

record.	
<pre>IN WITNESS WHEREOF, be executed this day</pre>	Seminole County has caused these presents to of, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04	

satisfaction-smith

True Title, Inc.

File: DAY0407125

Name: EDWARD E. SMITH; CYNTHIS S. SMITH

Seller:

Legal Description:

Property Address: 1324 SUMMERLIN Avenue SANFORD, FL 32771

(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00

3-9104

Date 7/16/2004

SEMINOLE COUNTY Payable To:

True Title, Inc. Escrow Account One Seine Court, Suite 304 New Orleans, LA 70114 (866) 368-1118

Ten Thousand and 00/100 Dollars

Regions Bank

3-9104

Date 7/16/2004

\$ ***\$10,000.00

1ST.DATA05

SEMINOLE COUNTY

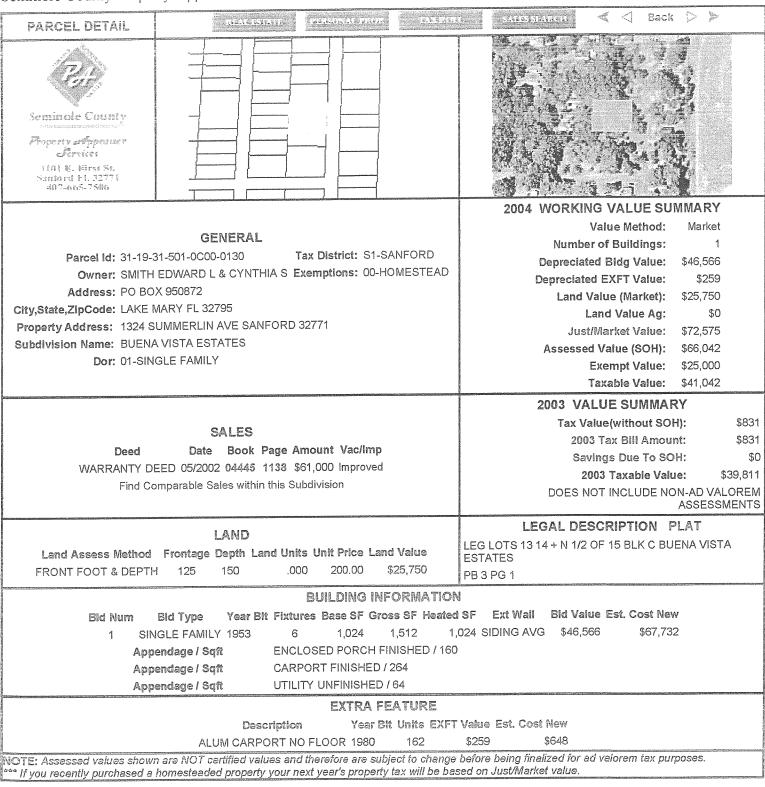
(1306) PAYOFF ON 2ND MORTGAGE - \$10,000.00

File: DAY0407125

Name: EDWARD E. SMITH; CYNTHIS S. SMITH

Void after 90 days

57010271821 #300009104# #1063206663#



BACK PROPERCY APPRIESER CONTACT

02522.149

RECORD AND RETURN TO:
UNIVERSAL LAND TITLE, INC.
580 RINEHART RD., STE 100
LAKE MARY, FL. 32746

Seminole County S. H. J.P. Homeownership Assistance Program

S.H.I.P. Mortgage

THIS MORTGAGE is hereby made and entered into this 12th day of June, 2002 by and between Edward & Cynthia Smith hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee." *, husband and wife

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

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SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the dwelling, and accessories thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

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THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

AFIN INSTRUMENT WAS PREPARED BY:

AFTER RECORDING RETURN TO:

SEMINOLE COUNTY COMMUNITY

DEVELOPMENT OFFICE

APTN LORI SOLITRO

1101 M. FIRST STREET

SANFORD, FL 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT CLERK OF SENINGLE COUNTY BK 04445 PG 1147 FILE NUM 2002900326 RECORDED 86/26/2002 02:09:07 PM RECORDED 85/26/2002 02:09:07 PM RECORDED BY J Eckenroth

Page 1 of 7



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PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Mortgage Not hereinafter substantially copied or identified to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosule, the first Mortgage shall automatically terminate upon the First Mortgage holder's acquiretted of title".

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AND the Mortgagor remeby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Mortgage, or either; to pay all and singular the taxes assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgage may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate these allowed by the laws of State of Florida.

If each and every one of the agreements, structions, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the principal balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Mortgage Note attached bereto as Exhibit "B" no payments shall be required on the Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, lease of subleased for five (5) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR FILE NUM 2002900326

OR BOOK 04445 PAGE 1148

Page 2 of 7

REFINANCING OCCURS IN LESS THAN FIVE (5) YEARS. Mortgagor shall repay the loan amount of Ten Thousand 00/100 (\$10,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Mortgage shall automatically terminate upon the First Mortgage holder acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

Mortgage, the provision as set forth in said First Note or First mortgage shall govern.						
IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents						
the day and year first acque written.	0. 2000 21					
IL MTS	Edward Smith					
Signature: Witness H MARK WRICHT	Signature Owner:					
(Valorah L. Monnight	Edward Smith					
Print Name: Witness - DEBORAL MONNICH	F.O. BOX 950872, LAKE MARY, FLORIDA 32795					
S)						
Signature: Witness	Signature: Owner					
	O Contra Someth					
Print Name: Witness	Cynthia Smith Lo. Box 950872, LAKE MARY, FLORIDA 32795					
\						
STATE OF FLORIDA						
COUNTY OF SEMINOLE	TINK 2002 before me, an					
I HEREBY CERTIFY that on this	aforesaid and in the County aforesaid to take					
acknowledgments personally appe	ared KINNARIA SMITH and					
CYNTHIA SMITH , who exe	cuted the togething instrument and who acknowledge ame and are personally known to me or have produced					
	cation and what did/ did not take an oath.					
WITNESS my hand and official seal in t						
With Ego my hand and omoid doarm.						
	Mr Lest					
	ame: MARK A. WRIGHT					
AT A STATE OF THE	otary Public					
Section of the second section of the Section of the Section Se	erial Number CC82453\(\frac{1}{2}\) commission Expires: 4/8/03					
-	·					

FILE NUM 2002900326 OR BOOK 04445 PAGE 1149

Page 3 of 7

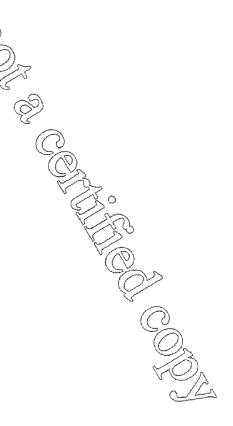
EXHIBIT "A"

LEGAL DESCRIPTION

Lots 13, 14 & N ½ LT 15 Blk C Buena Vista Estates PB 3 PG 1

also known as:

Lots 13 14 and the North 1/2 of Lot 15, Block C, BUENA VISTA ESTATES, according to the Plat recorded in Plat Book 3, pages 1 and 2, as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Schinole County, Florida.



FILE NUM 2002900326 PAGE 1150 OR BOOK 04445

Page 4 of 7

Saminole County S. H.J.P. Homeownership Assistance Program EXHIBIT "B"

S.H.I.P. MORTGAGE NOTE

AMOUNT: \$10,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinefter specified, the sum of Ten Thousand (\$10,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

A. If a default of the First Mortgage occurs, the Mortgage Note shall be due and payable in full.

- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiver five (5) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5) years after execution of this Note.
- C. If the property is sold, based, transferred or refinanced prior to five (5) years after the purchase, the un-forgiver balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as sectionth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED PRETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

FILE NUM 2002900326 OR BODK 04445 PAGE 1151

Page 5 of 7

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

SEMINOLE COUNTY COMMUNITY

DEVELOPMENT OFFICE

ATTN: LORI SOLITRO

1101 N. FIRST STREET

SANFORD, FL 32771

- The sale transfer or refinancing of the subject home and real property, within five (5) years
 of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within five (5) years of the date of execution of the Note and Manager.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors (
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Mortgage shall be subordinate to a First Mortgage. If any provision of this Mortgage Note shall conflict with any provision of the First Note of First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WELEREOF, the said Mortgagor day and year first above written.	has hereunto signed and sealed these presents the
Signature: Witness PMARR WRIGHT	Signature: Owner
Print Name: Witness - DEBORAH L. MONNICH	Edward Smith
Signature: Witness	Signature: Owner
Print Name: Witness	Cynthia Smith
STATE OF FLORIDA COUNTY OF SEMINOLE	
before me that he/she/they executed the sam	ed the tenegoing instrument and who acknowledge e and are personally known to me or have produced on and who did/ did not take an oath.
WITNESS my hand and official seal in the	County ben' State last aforesaid.
Seria	e: MARK A. WRIGHT ry Public Il Number cc824531 mission Expires: 448787

FILE NUM 2002900326

OR BOOK 04445 PAGE 1153 Page 7 of 7

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 29, 1999, and recorded in Official Records Book 3753, Pages 1189 through and including 1193, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 29, 1999, and recorded in the Official Records Book 3753, Pages 1194 through and including 1196, Public Records of Seminole County, Florida, which encumbered the property located at 671 Seminola Boulevard, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Legal description:

THE WESTERLY 50 FEET OF THE EASTERLY 300 FEET OF THE SOUTHERLY 200 FEET OF BLOCK C, LESS ROAD RIGHT OF WAY, LAKE KATHRYN PARK ADDITION TO CASSELBERRY ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 6 AND 7 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 09-21-30-501-0C00-0010

(the "Property,") were made by Sophie Oglesby, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about May 13, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

Mortgage, the Note, and every hereby direct the Clerk of Cir	cuit Court to cancel the same of record.
IN WITNESS WHEREOF, Semi be executed this day of	nole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04 satisfaction-oglesby	

Date: 05-13-2004

Vendor: 99999

Amount: \$3,500.00

Payee: Seminole County Government

Client # Matter # <u>Amount</u>

Client Name

02126

303197

\$3,500.00

Michael A. Kramer

Check Description
Matter Description

Disbursement - Oglesby sale to Kramer Kramer, Michael A. - purchase from Oglesby

BALDWIN & MORRISON, P.A.

ANTERENTALIONERINARIOOGUMENBURENBURENBORONEGHEMIOARTHEACHMERFARBERRAMIIRAMIORORENBUREDEROHDERFASSIBEREATERSE

TRUST ACCOUNT 7100 S. HIGHWAY 17-92 FERN PARK, FL 32730 (407) 834-1424

LIBERTY NATIONAL BANK LONGWOOD, FL 32750

NUMBER

16295

63-1116/631

Thirty Five Hundred Dollars & 00/100

DATE

AMOUNT

05-13-2004

\$3,500.00

PAY

TO THE

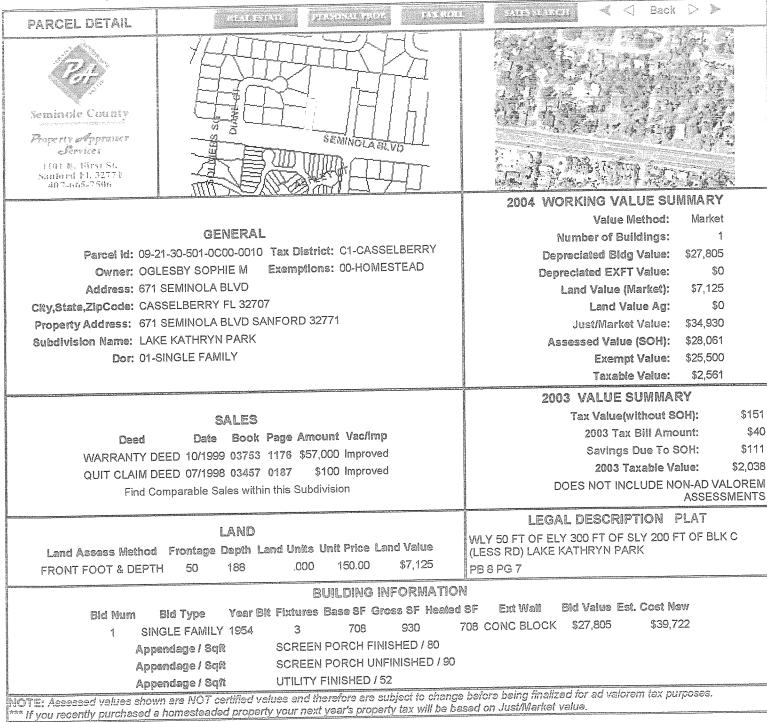
ORDER

Seminole County Government

OF

Memo: Kramer/303197 HI STRISTOROUMENDOONTAINSSHEATSGEDISMINEARIO STOPORTORUHTESSHERE SHEDDIDAGGEDISAREEARCHMINIFE

"O16295" ::O63111169: 10023860"O6



RACK PROPERTY APPRAISER CONTACT

11.5

Seminole County Homeownership Assistance Program

Second Morinage Deed

THIS SECOND MORTGAGE DEED IS hereby made and entered into the . 199.5 by and between Sophile Oglesby, a single person, day of OCTUBER Thereinsher referred to the "Mortgegor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 22771, hereinefter referred to as the "Mongagae."

(Whanever used herein the terms of "Mongagor" and "Mongagoe" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and essigns of corporations; and the term "note" include in all the notes harein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in dentideration of the aggregate sum named in the Second Managase Note of even date berewith (63,600.00), hereinefter described, the Worlgegor hereby grants, bargains, delle, aliens, premises, conveys and confirms unto the Mongages all the cortain land of which the Mongagor is now exized and in possession situated in Sominote County. Florida, viz.:

SEE EXHIBIT 'A" ATTACHED HERETO AND INCORPORATED HEREIN

to have and to hold the same, logather with the tenements, herediletizate and appurishences thereto belonging, and the rents, issues and profits thereof, unto the Martoegea, in 100 cimplo.

AND the Managagor covenants with the Mongagos that the Mongagor is Indefersibly delized of said lend in fee simple; that the Mortgagor has good right and tawful authority to convey said land so efercacid; that the Martgager will make each further exturances to period the fee almple title to said land in the Mortgagee as may reasonably be (equived; that the Mortgager hareby full warrents the Uta to sold tend and will defend the some against the lawful claims of all persons whomsoever; and that caid land to has land clear of all ensumbrances except:

A valid purchase money First Mongage approved by Mongages.

This mortdage is given to semidle county and is emempt from payment of intangible and increase the many collinentary STAMP EXCHEE TAX ON DECLEMENTS PLACUANT to sections 426,919(1) AND 189.186(1)(4). FLORIDA STATUTES

This instrument was propered by: APTER RECOGNISM DITTENT TO: aciciyaya Para Atan: Cheel Madi

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edik Ponk -CM _ (29)

ezhinalzai.FL

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edih """ 3753

1190

ANY DEFAULT in any mangage nate, assessed ground, including, but not limited to the Second Menigege Note and the First Montgage approved herein, shall constitute a difficult under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one back sulherizing the literagegoe to declare a default. In the extent of forestocure, the Mexigages receives the right of first refused on the land as déscribed in Exhibit "A."

PROVIDED ALWAYS, their coid Medipagor chall pay unle sold Medipagos the examin Second Managae Nat hereinafter substentially copied or Identified. 10-wit:

see exhibit 'b' attached hereto and incomporated herein

"FURTHER, if the First Morigage holder acquires this to the Properly pursuent to a deed in lieu of feredecture, the tien of this Second Morigage shall automatically terminate upon the First Montgege holder's ecquisition of title".

AND the Mengeger shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgago, and it not, then this Mortgage and the estate hereby exested, shall essay, determine and be null and void.

AND the Mongegor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of manay provided for in said note and Second Nicrosego, or either, to pay all and singular the texas, assessments, levies, lighthise, obligations, and encumbrances of every nature on said property to parmit, commit or suffer no weste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and supenses, including attorney's feat and title searches, reasonably incurred or paid by the Mongages because of the faiture of the Mongagor to promptly and fully comply with the agreements, adjulations. candillans and covenents of said note and this Second Mongage, or either, to perform, comply with and abide by each and every of the agreements, edipulations, conditions and covenants of oxid note and the Second Mengage, or other. In the event the Micropaer fails to pay whon due any lex. escacement, incurance promium or other sum of menoy payable by virtue of said note and this Second Monigage, or either, the Manager may pay the some, without walning or effecting the option to ferenous or any other right hereunder, end all such payments shall beer balled from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, allputations, conditions and covenants of seid note and this Second Martners, are not fully performed, compiled with and abided by than the entire sum mentioned in said note, and this Second Marigage, or the entire takeness unpaid thereon, shall forthwith or thereafter, at the option of the Mangages. become and be due and payable, anything in said note or herein to the cartrary nativilitationaling. Follows by the Wantgegoo to average any of the rights or options horein provided chell net concellule a walver of any rights or opticne under cold note or this Second Mengage acrued or that color according.

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Provided that, as an forth in the Second Weigege Note shacked hards an Exilist B'no payments that be required on the Second Heigege Note tang as the land remains excupted by the Mortgager, and said land is not cold, leased, remad or evisionsed.

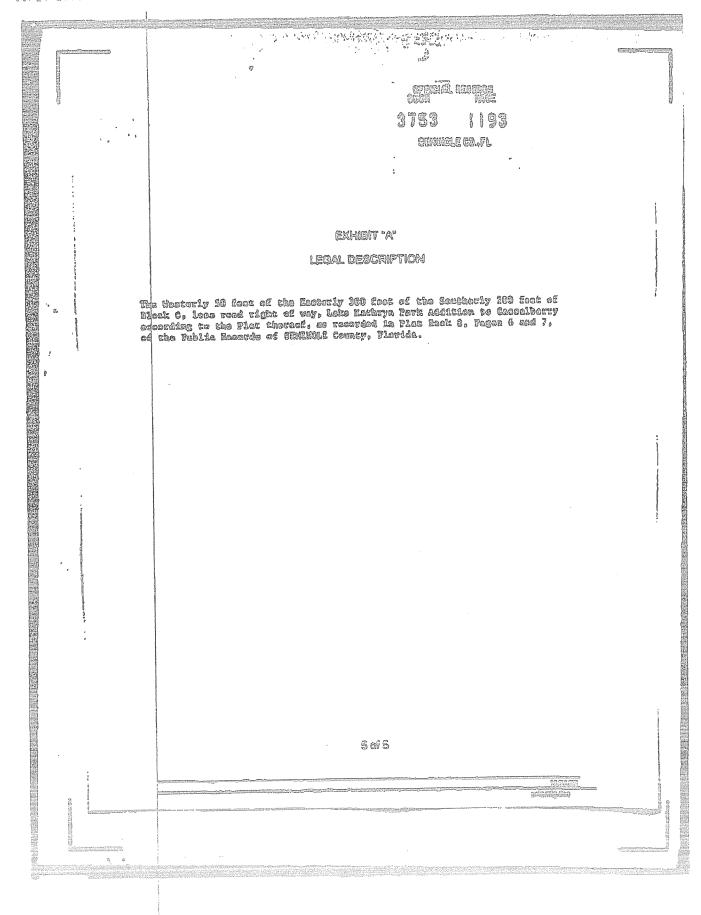
Shauld the land remein owner-courpied and not be rented, leased or subleved for ien (10) years then this Second Mangage shall be fargiven in full and a related filed in the public recents of Seminois County, Flands. Should this aforementioned provided be violeted, a default shall be declared, and the antire amount shall be immediately due and payable. The full angunt of the second montgage shall be due on the payable. The sale, lease, transfer or refinancing occurs in less than ten (10) years. Mangager theil reper the loan amount of three transcard five fluggered points and contacts. Second to Mangagere in full, leas any evolution forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclasure or a deed in lieu of locations of the First Marigage, any providion hatcin restricting the use of the Property or restricting the Marigager's ability to sell the Property shell fisse no butter force or effect on subsequent content or purchasers of the Property. Any person, including his successors or assigns and sucluding the Marigager or a related entity or person to the Marigager, receiving title to the Property through a foreclasure or deed in Nou of foreclasure of the First Marigage shell restrictions. Further, if the First Marigage holder acquires title to the Property pureuent to a deed in Nou of foreclasure, the Nondese holder's expulsition of Marigage shell automatically terminate upon the First Mariasse holder's expulsition of Mar.

This Mortgage shall be subcrimine to a valid purchase money First Mortgage on this Land. It any provision of this Eacond Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as sat forth in said First Note or First mortgage shall povern.

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q,		COUN beints to take and _ zetro to ma	OF FLORIDA TY OF SEMINOLE EREBY CERTIFY that on this 29th day of 2000 Act 1899 EREBY CERTIFY that on this 29th day of 2000 Act 1 the County element me, an efficient duly authorized in the State elemented and in the County element and who excluded the foregoing instrument and who excluded the same and use parametry instrument or have produced 100 to 100 County and State leak efficación and who did the on coin. This is my hand and efficial seal in the County and State leak efficación.	
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APPICIAL RECORDS

3753 119

Seminale County Homermership

Assistance Program

escond Wolfgage Hote Exhibit "B"

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undereigned (jointly and covereity, if more than one) promises to pay Semincie County ('The County'), a political subdivision of the Sale of Fictide, or order, the menner harehelder specified, the sum of Three Theusand Five Hundred Deliane & 60/160 (63,600,00). The said principal shall be payable in Iswful maney of the United States of America to the County at 1101 East First Street Senford, Floride 32771, or at such a place as may herselfer be designated by written notice from the holder to the major herself. This Note and thangage excuring same shall be for a politic of ten (10) years, beginning on the date of execution of this Note and eccompanying Martgage. Replayment of this Note and take place in the following manner:

- A. If a defeut of the First Mengage occure, the Second Montgape Note that be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinenced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years exter the purchase, fire full payment shall be due on sole, lease, transfer or refinancing loss any available longiveness as est forth in the recepture provisions of the Foderal Regulations in offect at the time of default.

Tills Note incorporates, and is incorporated into, the Second Marigage Deed of even dete on the following described preparty.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULI

The maker of this Note or his successors shall be in default upon occurrence of one or more of the following conditions:

1013

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COUNT NEEDS AGE

2752 1195

This mortgage is given to seminole county and is exempt from payment of intangible personal property tax and documentary stamp excise tax on documents pursuant to sections 420.513(1) and 199.185(1)(d). Florida statutes

THE HEALTH WAS PROPARED BY:

AFTER RECEIDING RETURN IS:

ON I.E. HAVE SHITTENED:

GENERAL PROPERTY

ATTH: CHEELWISHI

22 N. STETMENTS OR . STEMENS

AL TARRENTE RESE, FL. 2714

- The sale, transfer or refinencing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within tan (10) years of the date of execution of the Note and Second Merigage.
- 5. The destruction or observament of the home on the subject property by meker or maker's euccessers.
- 4. Fellure to pay applicable properly testes on subject property and improvements.
- 5. Failure to maintain adaquate hazard insurance on subject properly and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Fellure to comply with the terms and conditions of the First Mortgage securing the property.

COMSEQUENCE OF DEFAULT

The eccurrence of a delaut as set forth hereinabove shall cause an acceleration of the remaining unpoid principal balance evidenced heroin and secured by an accompanying second Mortgage of even date, and the entire remaining unpoid balance chall be due th full immediately. Teas any evaluable longiveness as provided in the recepture provisions of the Federal regulations in effect at the time of delauk.

MECELLANEOUS PROMISIONS

This Second Mongage shall be subordinate to a First Mongage. If any provision of this Second Mongage Note shall comite with any provision of the First Note or First Mongage, the provision as set forth in said First Note or First Mongage shall govern.

This Note is escured by a Morigage on real estate, or even date harewith, made by the nutier in lever of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Morigage are by this reference made a part horsel.

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pr re or	ch person liable heroon whether maker or enterest, hereby with a personaent, block, notice of protect and notice of cicherer and antiquest, all costs, including aspects externey's tees, whether cult be brought or not. If, effer maturity of this liete default hereunder, or under sold Marigage, countral shall be employed to collect this tie or to protect the seautify of sold Marigage.	
M	hanever used harein the lerm "helder". "maker" or "payee" chould be construed in the singular or plurel as the context may require or admit.	
la la	the event of feredecure. County reserves the right of first refused on the property.	
i v	IN WITHESS WHEREOF, the cold Mortgager has hereunto eighed and recied appropriate the day and year first above written.	
	Manne: Palmeira A. English Print Name: Sophie Ogleeby Print Name: Print Name:	
8 Eb	Print Name: Print Name:	
[Items	Print Name:	
	STATE OF FLORIDA COLINTY OF SEMINOLE	
	I HEREBY CERTIFY that on this <u>JGB</u> day of <u>CCLA/cca</u> , 1895) of form me, an officer duly authorized in the State eferepeld and in the County eferepeld to take acknowledgments, percently appeared <u>Jchi: Lafeth</u> and who end end the come and are percently known to me or have produced <u>Departy</u> to me or have produced <u>Departy Learner</u> as identification and who did not take an eath.	
	WITNESS my hand and official seed in the Gounty and State last afcrospid. Powers A. adden Rumber Public Seed of Number Seed o	
	Commission Expired:	
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	AUSUCO SOLITORIA DE LA CONTRACTORIA DE LA CONTRACTO	106
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200 and 100 an		
What was a second property of the following		

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 31, 2002, and recorded in Official Records Book 04483, Pages 0595 through and including 0598, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated July 31, 2002, and recorded in the Official Records Book 04483, Pages 0599 through and including 0602, Public Records of Seminole County, Florida, which encumbered the property located at 102 Rhoden Lane, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

Legal description:

LOT 2, BLOCK 1 MOSS PLACE ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 59, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-541-0100-0020

(the "Property,") were made by Barbara Perez, an unmarried woman, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has sold the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 30, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

hereby direct the Clerk of Ci	rcuit Court to cancel the same of record.
IN WITNESS WHEREOF, Sem be executed this day of _	inole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk	

satisfaction-perez

ALLIED
Abstract and Title Company, LLC

WACHOVIA

63-751/631

036187

549 Wymore Road North, Suite 209 Maitland, Florida 32751

407-647-2820 • FAX 407-644-5847

Twenty Five Thousand and 00/100 Dollars

PAY

TO THE ORDER OF

July 30, 2004

\$25,000.00 AMOUNT

SEMINOLE COUNTY COMMUNITY DEVELOP.

ESCHOW ACCOUNT

File 04-0710 - - 36187

"O36187" ::O63107513::2000010741771"

Allied Abstract & Title Co., LLC

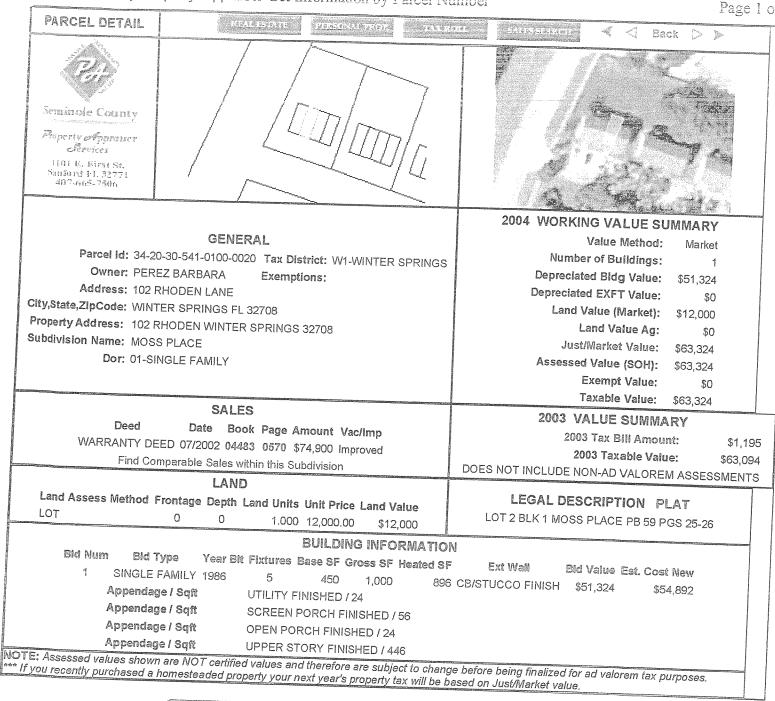
Seller: Barbara Perez

Buyer: Meredith L. Spindler

102 Rhoden Lane, Winter Springs, Florida 32708

Parcel ID: 34-20-30-541-0100-0020

505 Payoff second mortgage loan \$25000.00



edicologica resultación talidis legitori

SEMINOLE COUNTY STATE HOUSING INITIATIVES MOMEOWNER ASSISTANCE PROGRAM

Seminole County S.H.I.P. Mortgage

THIS S.H.I.P. MORTGAGE is hereby made and entered into this 31st day of July, 2002 by and between Barbara Perez*hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETTS that for good and valuable consideration, and also in consideration of the aggregate sum named in the S.H.I.P. Mortgage of even date herewith (\$25,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, allens, premises, conveys and confirms unto the Mortgagee all the Certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida;

SEE EXHIBITA" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the dwelling, and accessories thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may keasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all engymbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

RECORD AND RETURN TO: UNIVERSAL LAND TITLE, INC. 580 RINEHART RD., STE 100 LAKE MARY, FL. 32746 This instrument was prepared by:

OLOGI SOLITO
AFTER RECORDING RETURN TO:
SEMINOLE COUNTY COMMUNITY
BEVELOPMENT OFFICE
ATTN: LORI SOLITRO
TOTAL FIRST STREET
SAMFORD, FL 32771

MINYMAN MORE, CLERK OF CIRCUIT CHAT CLERK OF REMINE COURTY BK 04493 PT 0595 FILE NEW 2002320795 RECORDED 08/06/2092 04:11:13 PM RECORDED 87 S OF Melley

ANY DEFAULT in any mortgage, or lien of record, including, but not limited to the S.H.I.P. Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain S.H.I.P. Mortgage Note hereinafter substantially copied or identified to-wit:

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this S.H.I.P. Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this S.H.I.P. Mortgage, and if not, then this S.H.I.P. Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said S.H.I.P. Note and S.H.I.P. Mortgage, or either; to bey all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said S.H.I.P. Note and this S.H.I.P. Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said Note and the S.H.I.P. Mortgage, or either. In the event the Mortgagor fails to pay when one any tax, assessment, insurance premium or other sum of money payable by virtue of said S.H.I.P. Note and this S.H.I.P. Mortgage, or either, the Mortgagee may pay the same, without valving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said S.H.I.P. Note and this Mortgage, are not fully personned, complied with and abided by, then the entire sum mentioned in said S.H.I.P. Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said S.H.I.P. Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said S.H.I.P. Note or this S.H.I.P. Mortgage accrued or thereafter accruing.

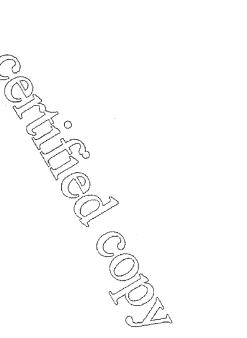
Provided that, as set forth in the S.H.I.P. Note no payments shall be required on the Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented. Leased or subleased for ten (10) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the unforgiven amount shall be immediately due and payable. THE UNFORGIVEN AMOUNT OF THE S.H.I.P. MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor

All homes would be solely for the persons or families that are included in the category of the low or low income as set forth in Section 420, Florida Statutes and Chapter 67-37, Florida Administrate Code. In the case of death of the owner or demise of the family the heirs or new owner may assume the unpaid balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the Seminole County S.H.I.P. Local Housing Trust Fund.

In the event of actoreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his S.H.I.P. Mortgage shall automatically terminate upon the First Mortgage holder's acquirition of title.

This S.H.I.P. Mortgage shall be subordinate to valid purchase money First Mortgage on this Land. If any provision of this Mortgage shall conflict with any provision of the First Note or First Mortgage, the provision as secretting in said First Note or First mortgage shall govern.



FILE MIM 2002920795

IN WITNESS WHEREOF, the said Mortgagor	has here unto signed and sealed these presents the
day and year first above written.	
(VIOLENIA)) CS	
Signature: Witness	Signature: Owner:
Amanda Roberta	Pro 12 +4
Print Name; Witness (Bàrbara Perez 0
10 x il with	INT RIDORN LAWE LIMITER SOURCE, IL
Cinnellar Minack	Signature: Owner:
Signature: Mittess	
MAS TOPSOHI	Print Name: Witness
Print Name: Witnesso	THE INDINGS
(0)	
STATE OF FLORIDA	
acknowledgments, personally appears who execut before me that he/she/they executed the sam DRIVER'S LICENSE as dentificat WITNESS my hand and official seal in the AMANDA ROBERTS Nota SEPPIRES Jenuary 7, 2005 Expires Je	e: AWADA ROSCAS expression and in the County aloresald to take an and ted the foregoing instrument and who acknowledge the and are personally known to me or have produced ion and who did/ did not take an oath. County and State last aforesaid. e: AWADA ROSCAS ry Public (1991949)
Com	hission Expires: 1-1-2005
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SEMINOLE COUNTY STATE MOUSING INITIATIVES HOMFOWNER ASSISTANCE PROGRAM

S.H.I.P. MORTGAGE NOTE

AMOUNT: \$25,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole Equnty ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinaffer specified, the sum of Twenty Five Thousand (\$25,000.00). The said principal shall be payable in fawful money of the United States of America to the County at 1101 East First Street Sanford Horida 32771, or at such a place as may hereafter be designated by written notice from the betder to the maker hereof. This S.H.I.P. Note securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this S. H.P. Note shall take place in the following manner:

- A. If a default of the FirstMortgage occurs, the S.H.I.P. Note shall be due and payable in full.
- B. No payment sharp equired during the term of this S.H.I.P. Note, and this debt shall be permanently forgiven ten percent (10%), ten (10) years after the date of the execution of this S.H.I.P. Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased transferred or refinanced prior to ten (10) years after the purchase, the un-forgiven balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as seconth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

HERETO AND INCORPORATED HEREIN SEE EXHIBIT "A" ATTACHED

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

 \bigcirc

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

> RECORD AND RETURN TO: UNIVERSAL LAND TITLE, INC. 580 RINEHART RD., STE 100 LAKE MARY, FL. 32746

This instrument was prepared by:

Lori Solitro AFTER RECORDING RETURN TO: SEMINOTE COUNTY COMMUNITY DEVELOPMENT OFFICE ATTN: LORESÓEITRO 1101 N. FIRST STREET SANFORD FL-32774

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISION

This S.H.I.P. Note is secured Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the next of first refusal on the property.

OR BOOK 04483 PASE 06

Chipallo Di	
Signature: Witness	Signature: Owner
Amanda Roberts	Babar P. K
Print Name: Witness	Barbara Perez
Signature: Witness	Signature: Owner
Mer Dogit	
Print Name: Witness	Print Name: Witness
before me that he she they executed to briver's LICENSE as ide	alst day of JULY , 2002 before me, an te aforesaid and in the County aforesaid to take appeared BARBARA PEREZ and executed the foregoing instrument and who acknowledge as same and are personally known to me or have produced intification and who did/ did not take an oath.
	Notary Public Serial Number Commission Expires: AMANDA ROBERTS MY COMMISSION # CC 991945 EXPIRES January 7, 2005 aprice Title haten Public Indentities ACCOMMISSION # CC 991945 EXPIRES January 7, 2005 aprice Title haten Public Indentities ACCOMMISSION # CC 991945 EXPIRES January 7, 2005 ACCOMMISSION # CC 991945 EXPIRES JANUARY 7, 2005 EXPIRES JANUARY 7, 200

Legal Description

Lot 2 Blk 1, Moss Place, PB 59, PG 25-26

Lot 2, Block 1, MOSS PLACE, according to the Plat as recorded in Plat Book 59, Pages 15 and 26, of the Public Records of Seminole County, Florida; said land bituate, lying and being in Seminole County, Florida.

DR BOOM 04483 PAGE 0602

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 10, 2000, and recorded in Official Records Book 3303, Pages 0470 through and including 0474, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated February 10, 2000, and recorded in the Official Records Book 3303, Pages 0475 through and including 0477, Public Records of Seminole County, Florida, which encumbered the property located at 578 Cascade Circle, Apt. 106, Casselberry, Florida 32707 the legal description and parcel identification for which are as follows:

Legal description:

UNIT 42C IN SUMMIT VILLAGE UNIT III, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1580, PAGE 699, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPURTENANT THERETO

and also sometimes described as:

UNIT 42C SUMMITVILLAGE UNIT III, A CONDOMINIUM ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 100 TO 102, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 21-21-30-515-0000-42C0

(the "Property,") were made by Susie Rodriguez, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about June 22, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

hereby direct the Clerk of Circu	ic court do danter in
IN WITNESS WHEREOF, Semino be executed this day of	le County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	DARYL G. MCLAIN, Chairman Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk	

satisfaction-susie rodriguez

MORTGAGE INFORMATION SERVICES, INC.

**** REAL ESTATE CLOSING ****

OAK STREET MORTGAGE

48642

Buyer/Borrower: RODRIGUEZ, SUSIE

Seller:

Lender: OAK STREET MORTGAGE, LLC

Property: 578 CASCADE CIRCLE/CASSELBERRY FL 32707 /

Settlement Date: June 17, 2004 Disbursement Date: June 22, 2004

Check Amount: \$3,500.00

Pay To: SEMINOLE COUNTY SHIP LN

For:

1004159661

Closer/Responsible Party: KAREN

06-23-2004 203:26

ESCROW ACCOUNT TAMPA OFFICE 8001 N. DÁLE MÁBRY HWY, STE 601-C TAMPA, FL 33614

WACHOVIA BANK

DATE

AMOUNT

June 22, 2004

\$ *****3,500.00

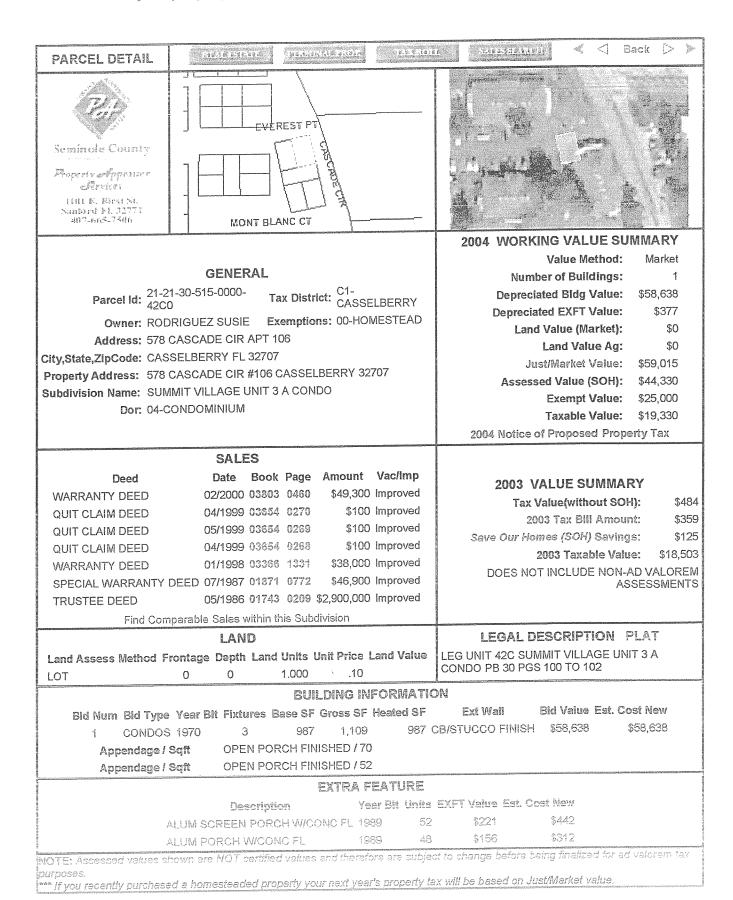
PAY -- Three Thousand Five Hundred and 00/100

- Dollars

TOTHE

SEMINOLE COUNTY SHIP LN

ORDER OF



RACK DERDEET APPRAISE DENIATE
ROSEFAGE

Seminale County Homeownership

Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the day of 2000 by and between Susie Rodriguez, a single person. Thereinater referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date—herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrante the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land if free land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgage

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 198.195(1)(d). FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
SHAR, HOMEOMMERSHIP
ASSISTANCE PROGRAM ATTMS CHERLANGHT
220 N. WESTMONTE DR., STEEDERS
ALTAMONTE SPOS. FL 22714

) Elected Carrier 2153 Fee Rd

TOPON TOPON

SEMINOLE COUNTY FL

Egot Mary

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a detault under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mergagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be half and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and the Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

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Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this afc:ementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100(\$3,500.00) to Mortgagee in full, less any available torgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of the Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

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	or First mortgage shall govern.		0
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	IN WITNESS WHEREOF, the said	Mergeagor has here unto signed and sealed है	دے
	Ahese presents the day and year first above	vé with.	
	9 10 111.		
/	(Lunduth Lin Hota	Leste College ?	
(\cdot)	Print Name: ELIZHBETH HINN/HOTZ	V Frint Name: Susie Rodriguez F	=5 î
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	Carrel Gestere		. ~
	Print Name: EdIVARD CASORIA	Printilame:	
	A LINE LACENTO.		
	Print Name:	Print Wame	
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	Print Name:	Print Name	
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	,	3 of 5	
	4	0/4	

BOOK PECULOR

Province and a second

STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this _____ day of _FEBRUAR before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared SusiE RODRIGUEZ , who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me of have produced FL ENSE as identification and who did/ did hor take an oath. \$\$ my hand and official seal in the County and State last aforesaid. Name: Notary Public Serial Number Commission Expires: EDWARD CASORIA Comm. No. CC 645495 My Comm. Exp. June 28, 2001 Bonded thru Picherd Ins. Agey. 4 of 5

EXHIBIT "A"

Unit 42C in SUMMIT VILLAGE UNIT III, a Condominium, according to the Declaration thereof recorded in Official Records Book 1580, page 699, of the Public Records of Seminole County, Florida, together with an undivided interest in the Common Elements appurtenant thereto

SEMNOLE CO.FL

5015

3803 O47

Seminole County Homeownership

Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT

\$3,500,00

FORVALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, of order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Bollars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 3277 of a) such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the Eitst Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven fen (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and properly is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer of refinancing less any available forgiveness as set forth in the recaptural provisions of the Federal Regulations in the time of default.

This Note incorporates, and is incorporated into the Second Montgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND MICORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in departure pon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), PROPRIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

S.H.I.P. HOMEOWNERHSIP

ASSISTANCE PROGRAM –

ATTN: CHERI WIGHT

230 N. WESTMONTE DR., STE#1974

ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

- 2. Leasing or fenting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the extrin temaining unpaid balance shall be due in full immediately, less any available fargiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and anforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

these presents the day and year first above w	AREII.
	Print Name: Susie Rodriguez
Print Name:	Tillia traine. Gaoid tto a sgrid
Print Name:	Print Name:
Print Name:	Print Name:
	Print Name:
Print Name:	Fill Hante.
STATE OF FLORIDA COUNTY OF SEMINOLE	day of FEBRUARY 1995
I HEREBY CERTIFY that on this	
before me, an officer duly authorized in the	Print SUSIE MUDRIGUE Z S
10 ISK8 SCKNOMAGGILLELIES, PERSONALLY APP.	secuted the foregoing instrument and wha
and wrige acknowledge before me that he/she/they ex	activald the same and are personally known
to me or have produceddid not take an eath.	as identification and who did
WITNESS my hand and official seal in the	e County and State last aforesaid.
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Note	ary Publid
Sen	al Number
Con	PARTO CASORIA Corum. Ric. CC 645895 My Garm. Exp. June 20, 3002 Barried thru Pichard Ins. Agry.
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This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, FI 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 28, 2000, and recorded in Official Records Book 3943, Pages 1075 through and including 1079, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated September 28, 2000, and recorded in the Official Records Book 3943, Pages 1080 through and including 1082, Public Records of Seminole County, Florida, which encumbered the property located at 513 Fordham Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

Legal description:

LOT 18, BLOCK 19, WEATHERSFIELD SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 102 AND 103 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 15-21-29-509-1900-0180

(the "Property,") were made by Rafael and Tomasita Pimental, husband and wife (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have sold the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 13, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

record.	
<pre>IN WITNESS WHEREOF, Sem be executed this day of _</pre>	inole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By;
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04 satisfaction-pimentel	



THE CLOSING AGENT II, INC. ESCROW ACCOUNT 735 PRIMERA BOULEVARD, SUITE 115 LAKE MARY, FL 32746

CNL BANK DOWNTOWN OFFICE ORLANDO, FLORIDA 63-1428-631

7/13/2004

PAY TO THE ORDER OF

Seminole County

**5,000.00

Five Thousand and 00/100*************************

DOLLARS

MEMO

L4-6-65Pimentel/Simon

"Ol6856" ::O63114289: 3013612"

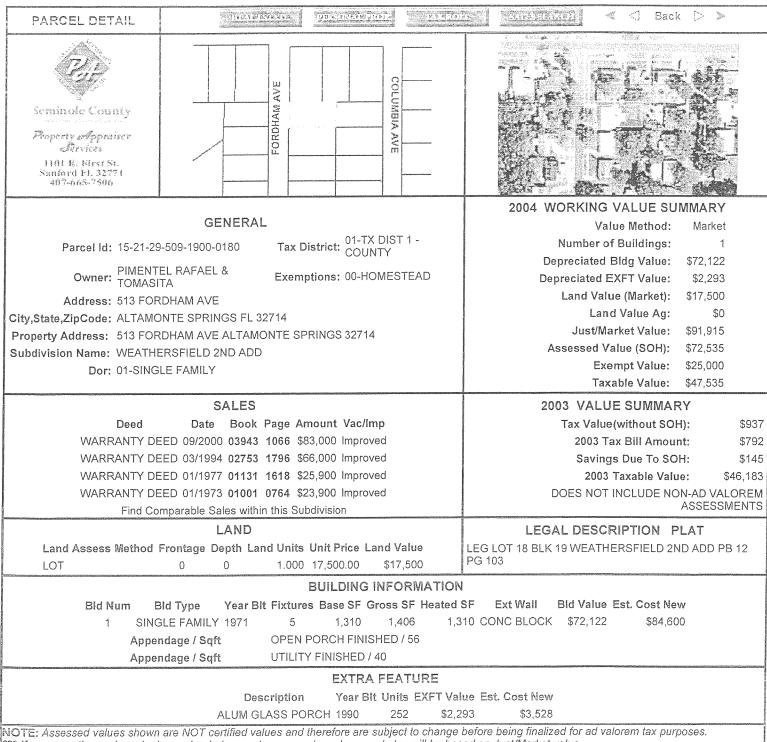
THE CLOSING AGENT II, INC.

ESDEROWONECOUNTY

7/13/2004

CNLBank Escrow Account L4-6-65Pimentel/Simon

5,000.00



*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value

nakatetaa EMME

DETWERRAL LAST TITLE, INC SÃO RIVINIARY BOAD \$100

LAKE HARY. FL. 32746

ftle 00161989

eminale County

Assistance

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 💆 wife. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32777, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" Trelude all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$5,000.00) hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with (the Mortgagor is indefeasibly in

seized of said land in fee simple; that Mortgagor has good right and lawful authority S to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said tand in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:\

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 420.513(1) AND 199.185(1)(d). TO SECTIONS FLORIDA STATUTES

Chis instrument was prepared by: AFTER RECORDING RETURN TO: S.H.L.P. HOMEOWNERSHIP <u>aésiètance program –</u> ATH-CHERI WIGHT 236 M. WESTMONTE DR., STE#1974 AL TAMORITE SPGS. FL 32714

COUNTY <u></u>

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved harmoustall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and vinterest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptivand fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said viote and this Second Montgage, or either, the Mortgagee may pay the same, without waiving or effecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said hate or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached herelo as Exhibit "B" no payments shall be required on the Second Mortgage as least eaths land remains occupied by the Mortgagor, and said land is not sold, leased, rented or sublessed.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE and payable. THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Five Thousand Dollars and 00/100(\$5,000.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision hereim restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or ability to sell the Property. Any person, including his successors or assigns and purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquirestion of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

or First mongage stien govern.
IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed
these presents the day and year first above written:
51.00 (5050) V 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
Print Name: HOLLY A. BOSER Print Name: Rafael American Attanuante Spring's FL.
The way of the Manual of the Mental
Frint Name: Tomasita Pimentel
Print Marie: 705/7 / Cerrico Starter Springs, FL 327/4
Finitione:
Print Name:
Print Name:
Print Name:
3 07 5
(40),

3943 1078

MANALE CO..FL

STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 28th day of September 199 before me, an officer duty authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Refer Dimented and who and Tomosita Pimartel, who executed the foregoing instrument and who acknowledge before me that helehalities executed the same and are personally known to me or have produced Druges license as identification and who did did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:

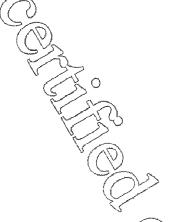
Notary Public Serial Number

Commission Expires:

High A Dress

A My Commission CCSS/05

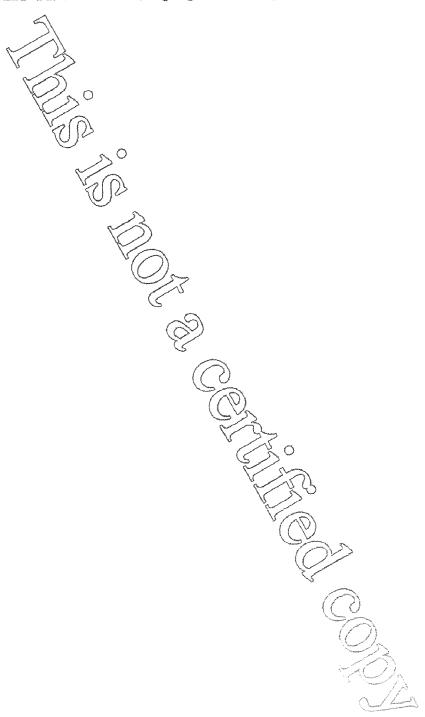
THY Expires Hovember 18, 200



4 of 5

ACHTER FI

Lot 18, Block 19, MERTHERFIELD SECUED ADDITION, according to the Plat recorded in Plat Book 12, pages 102 and 103, as recorded in the Public Records of Seminole County, Florida; said land situate, lying and being in Seminole County, Florida.



3943 1080

Seminole County Homeownership

Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$5,000.00	AMOUNT	\$5	000.00		
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promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida of order, the manner hereinafter specified, the sum of Five Thousand Dollars 8 00/100 (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, of at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiver for (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

3943 1080

Seminole County Homeownership

Assistance Program

EXHIBIT "B"
SECOND MORTGAGE NOTE

TAUOMA	\$5,000.00
MINOUNA	

promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida or order, the manner hereinafter specified, the sum of Five Thousand Dollars County (\$5,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, of all such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven for (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

5945-108

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

AFTER RECORDENS RETURN TO:

8.H.I.P. HOMEOWNERHSIP

ASSISTANCE PROGRAM ATTN: CHERI WIGHT

230 N. WESTMONTE DR., STEE1974

ALTAMONTE SPGS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

- 2. Veasing or renting of the property within ten (10) years of the date of execution of the Hote and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure open applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as ser farth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 3

Each person liable hereon whether maker or enforcer, here? waives persentment, protest, notice of protest and notice of dishonor and agrees to protests, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "makingular or plural as the context may require	aker" or "payee" should be construed in the or admit.
in the event of foreclosure, County reserves	the right of first refusal on the property.
	ortgagor has hereunto signed and sealed
Print Name HOLLY A. ROSER	Print Name: Rafael Pimentel
Print Name HOLLY A. ROSER	Altamore Spanys, FL 32714
Print Name: To my Mining	Print Name: Tomasita Pimentel 513 Fordham Avenue
	Altamonte Springs, FL.
Print Name:	Print Name:
Print Name:	Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE	18 th day of <u>Septembel</u> 2000
	State aforesaid and in the County aforesaid
and Tomosta Vinente, with acknowledge before me that he/she/they to me or have produced	executed the foregoing instrument and who executed the same and are personally known as identification and who did/
did not take an oath. WITNESS my hand and official seal in t	the County and State last afprasaid.
et janearie	() FTOP H . T 155
	otary Public HOLLY A. ROSER
Se	erial Numbe()
in the second se	JEHE HIS STOLL & BOUNDARY A NASSE + My Commission COSMITS - Stopping Movember 18, 2001
3	or 3 (20)

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 31, 2000, and recorded in Official Records Book 3949, Pages 1892 through and including 1896, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 31, 2000, and recorded in the Official Records Book 3949, Pages 1897 through and including 1899, Public Records of Seminole County, Florida, which encumbered the property located at 129 Lauren Court East, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

Legal description:

PART OF LOTS 15 AND 16, PRAIRIE LAKE MANORS AS RECORDED IN PLAT BOOK 11, PAGE 75 OF THE PUBLIC RECORDS SEMINOLE COUNTY, FLORIDA DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 15, RUN E 90°00'00" E 100.00 FEET ALONG THE NORTHERLY LINE OF SAID LOT 15 TO THE NORTHEAST CORNER OF SAID LOT 15; THENCE RUN S 90°00'00" S 75.00 FEET ALONG THE EASTERLY LINE OF SAID LOT 15; THENCE RUN S 89°54'10" W 43.88 FEET; THENCE RUN N 86°85'34" W 68.29 FEET TO THE SOUTHERLY LINE OF SAID LOT 15; THENCE RUN N 45°00'00" W 25.36 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 15 OF THE SOUTHWEST CORNER OF SAID LOT 15; THENCE RUN NORTHERLY 58.90 FEET ALONG THE WESTERLY LINE OF SAID LOT 15 AND THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 75.00 FEET A DELTA OF 45°00'00" AND A CHORD BEARING OF N 22°29'17" E TO THE POINT OF BEGINNING, ALSO BEGIN AT THE NORTHEAST CORNER OF SAID LOT 16 RUN S 45°00'00" E 25.36 FEET ALONG THE EASTERLY LINE OF SAID LOT 16; THENCE RUN N 86°05'34" 39.94 FEET TO THE NORTHERLY LINE OF SAID LOT 16: THENCE RUN NORTHERLY 26.82 FEET ALONG THE NORTHERLY LINE SAID LOT 16 AND THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 75.00 FEET, A DELTA OF

20°29'00" AND A CHORD BEARING OF N 55°13'50" E TO THE POINT OF BEGINNING

Parcel Identification Number: 18-21-30-5DX-0000-0150

(the "Property,") were made by Gerardo Velez and Katherine Aviles, husband and wife (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about August 11, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, So be executed this day of	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE	DARYL G. MCLAIN, Chairman
Clerk to the Board of County Commissioners of	
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04	

satisfaction-velez aviles

File: FO040694

Buyer: GERARDO VELEZ; KATHERINE AVILES

Seller:

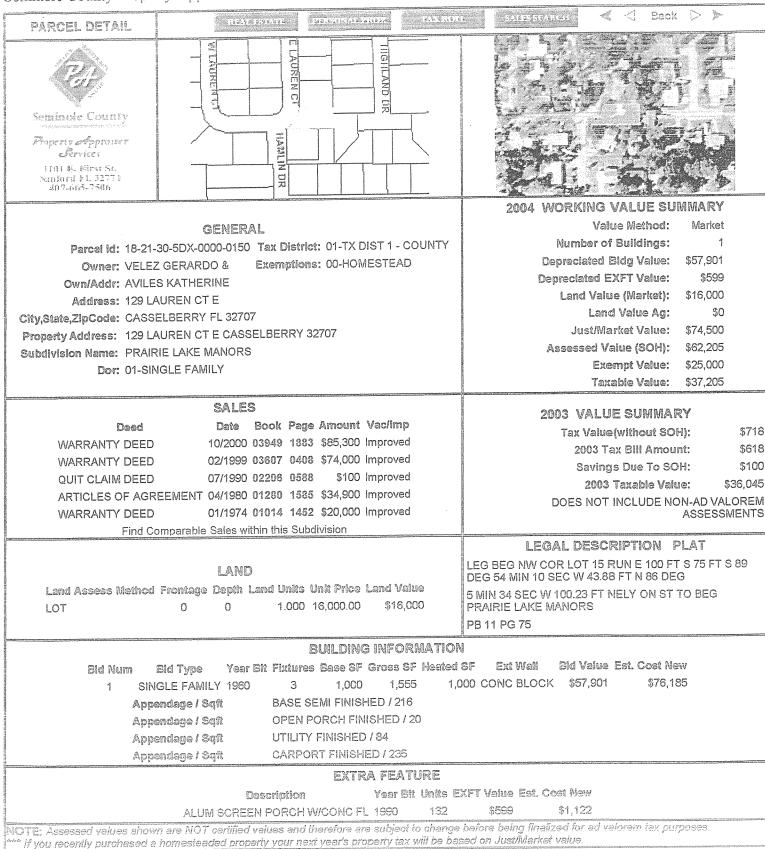
Property Address: 129 LAUREN Court E CASSELBERRY, FL 32730

Escrow Officer: Greg Parlante

(105) PAYOFF SEMINOLE COUNTY GOV - \$3,500.00

1-53992 8/11/2004 \$ ****\$3,500.00

AmSouth ACCELERATED TITLE CO. File:: F0040694 Tampa, Florida 33607 Tampa Escrow 1018 North Ward Street 1-53992 Tampa FL 33607 Phone: (813) 287-0606 Pay Three Thousand Five Hundred and 00/100 Dollars 8/11/2004 \$ ****\$3,500.00 To the order of SEMINOLE COUNTY GOVERNMENT SEMINOLE COUNTY COMMUNITY DEVELOPMENT Void after 90 days OFFICE SHIP PAYOFF ATTN: ANNIE W. KNIGHT MORTGAGE TECHNICAL SPECIALIST "100053992"":1065203735" 0010031757r



PROPERT APPRAISER (1987ALT)
HOWETHE



Seminole County Homeownership

Assistance Program

Second Mortgage Deed

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), pereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is reviseized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the Montgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is of tree land clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

a pp. approximent a refer to the

This instrument was prepared by:

APTER RECORDING RETURN TO:

5.A.L. HOMEOWNERSHIP

ASSISTANCE PROGRAM
ATTN: CHERI WIGHT

239 N. MESTMONTE DR., STEP1974

ALTEMONTE SPGS. FL 32714

949 IRAS

CLERK OF CIPSTIT COURT

RECORDED & VERIFIED

ANY DEFAULT in any merigage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SED EXHIBIT 'B' ATTACHED HERETO AND INCORPORATED HEREIN

"FUR THER if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Modgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encombrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving ob affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed, the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Tree Theusand Five Hundred Dollars and 00/100(\$3,500.00) to Mortgagee in full, less are available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgages any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lies of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

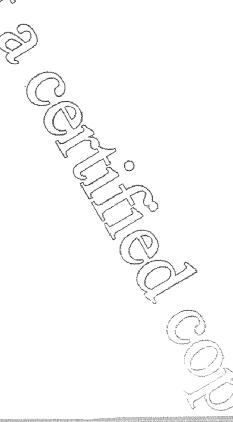
This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note of First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the Gaid	Mortgago	r has he	are unt	o signed	and sea	led
these presents the day and year first ab	ove written	· Ab	ad	24		
Print Name: Will E En V	Prin de la companya d	Name:	Gerard St.,	o Velez Casse Ver	Ty, M.	32730
Print Name: 21Hb y Bravirzsai		Name:	Kather Ct.,	rine Aviles Casselbe	rry, FL	. 32730
Print Name:		Name:				manusid
Print Name:	Print 3 of 5	Name:		energy (see the first transfer of the first transfer of 1900)		physical
	V V. V	C				
		50				

before me, an officer duly authorized in the State afcredaid and in the County afc to take admowledgments, personally appeared __Generals_Subse and Esteries Ariles, hesterd extent executed the foregoing instrument and acknowledge before me that helehalthey executed the same and are personally known IESS my hand and official seal in the County and State last afcresaid. Serial Number Commission Expires: 4 of 5

satisfications 1

Pert of Lots II and IV, Prairie Labo Masors as recorded in Plat Book 11, Dego 75, of the Public Records of Seminole County, Florida described as fallows: Begin at the Northwest corner of said Lot 15, ran H 90'00'00" S 100.00 feet along the Northerly line of said Lot 15 to the Mortheast corner of said Lot 15; thence run 8 80.65.00° \$ 75.20 fast along the Basterly line of said fot 15; themes run 8 89°54'10" W 43.88 feet; themes run H 96965 14" W 68.29 fast to the Southerly line of said Lot 15; thence run H 45°00'00" W 25.36 feet along the Scutherly line said Lot 15 to the Southwest corner of said Lot 15; thence rung Northerly 58.90 feet along the Westerly line of said Lot 15 and the ero of a curve concave Morthwesterly having a radius of 75.08 feet a delta of 45°00'00" and a chord bearing of W 22°29 170 E to the Point of Beginning, also begin at the Mortheast commer of said Lot 16 run 8 45°00'00" E 25.36 feet along the Easterly line of said Lot 16; thence run H 86°05'34" W 39.94 Teat to the Mortherly line of said Lot 16; thence run Mortherly 26/82 feet along the Mortherly line of said Lot 16 and the arc of a curve concave Northwesterly baving a radius of 75.00 feet, a delta of 20°29'00" and a chord bearing of H 55-13'50 E to the Point of Beginning.



3968

Seminole County Homeownership

Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,500,00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Tree Thousand Five Hundred Dollars & 06/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mongage occurs, the Second Montgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available for invertess as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:

S.H.L.P. HOMEOWNERHSIP

ASSISTANCE PROGRAM—

ATTN: CHERI WIGHT

236 N. WESTMONTE DR., STEM1974

ALTAMONTE SPGS, FL 32714

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing on renting of the property within ten (10) years of the date of execution of the Moterand Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forticine inabove shall cause an acceleration of the remaining unpaid principal balance evidenced begin and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available torgiveness as provided in the recapture provisions of the Federal regulations in effect of the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage. Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or piùral as the context may require or admit. event of foreclosure. County reserves the right of first refusal on the property.

I (III) BACHTOLIAIDAGGGGG, A.	*
IN WITNESS WHEREOF, the said Mornese presents the day and year first above w	tgagor has hereunto signed and sealed ritten.
uend Charles	Devoto Ving
Cindle Alarka Line Print Name: CIND & STARTIZE SMI	Print Name: Gerardo Velez Mathama dull S Print Name: Katherine Aviles
Print Name:	Print Name:
Print Name:	Print Name:
STATE OF FLORIDA COUNTY OF orange I HEREBY CERTIFY that on this	State diniesale elle ill cie elle.
and Latherine Aviles, husband and who eacknowledge before me that he/she/they exto me or have produced driver licenses	executed the foregoing instrument and who recuted the same and are personally known
did nontake an oath. WITNESS my hand and official seal in the han	ne County and State last aforesaid.
No Se	tary Public rial Number mmission Expires

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 15, 2002, and recorded in Official Records Book 04467, Pages 1339 through and including 1342, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated July 15, 2002, and recorded in the Official Records Book 04467, Pages 1343 through and including 1345, Public Records of Seminole County, Florida, which encumbered the property located at 413 Beth Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description:

LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGES 29, 30 AND 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA LESS THE FOLLOWING:

PARCEL NO. 252

SECTION 77310-2502

A PORTION OF LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, AS RECORDED IN PLAT BOOK 13, PAGES 29 THROUGH 31 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND "DOUDNEY" 4 INCH BY 4 INCH CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 34 AS SHOWN ON FLORIDA DEPARTMENT OF RIGHT-OF-WAY MAP, SECTION 77310-2502; TRANSPORTATION THENCE RUN SOUTH 89°53'09" EAST ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 895.61 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BETH FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); DRIVE (A 70 THENCE DEPARTING THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, RUN SOUTH 00°13'09" WEST ALONG THE

EASTERLY RIGHT-OF-WAY LINE OF SAID BETH DRIVE, A DISTANCE OF 138.88 FEET; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID BETH DRIVE RUN SOUTH 16°11'41" EAST, 52.10 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SATSUMA DRIVE (A 50' RIGHT-OF-WAY AS NOW ESTABLISHED) SAID POINT LYING ON THE NORTH LINE OF SAID LOT 30, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR; THENCE RUN SOUTH 89 53'01" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SATSUMA DRIVE AND THE NORTH LINE OF SAID LOT 30, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 80.09 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SATSUMA DRIVE RUN SOUTH 00°10'52" WEST ALONG THE EAST LINE OF SAID LOTS 30 AND 31, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 140.21 FEET; THENCE RUN SOUTH 00°34'43" EAST ALONG THE EAST LINE OF LOTS 31 AND 32, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 143.84 FEET FOR A POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR; THENCE CONTINUE SOUTH 00°34'43" EAST ALONG THE EAST LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 71.92 FEET; THENCE, DEPARTING THE EAST LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, RUN NORTH 09°21'48" WEST 77.34 FEET, TO THE NORTH LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR; THENCE RUN SOUTH 69°40'16" EAST ALONG THE NORTH LINE OF SAID LOT 33, BLOCK A, SECOND RAVENNA PARK SECTION OF LOCH ARBOR, A DISTANCE OF 12.64 FEET OT THE POINT OF BEGINNING.

BEING A PORTION OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2715, PAGE 87, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 24-19-30-512-0A00-0330

(the "Property,") were made by Pamela M. Torrey, a single woman (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about August 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

	cuit Court to cancel the same of record
IN WITNESS WHEREOF, Seminate be executed this day of	nole County has caused these presents, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/1pk 10/7/04 satisfaction-torrey	



Bank of America 101 E. Kennedy Blvd. 5th Floor Tampa, FL 33602

185203878

400 Park Avenue S., Suite 210 Winter Park, Florida 32789 (407) 599-4904

FILE# 152040141-SB DATE 8/16/2004 63-4/630

PAY

Twenty-Five Thousand and 0 /100

\$25,000.00

Void after 90 days

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE RUST ACCOUNT TOTHE ORDER OF 1101 N. FIRST STREET

SANFORD FL 32771

MEMO

Ref. PAMULA TOTTEY
413 BEHN PRISANFORD

"185203878" "1063000047" 0054876244

152040141-SB

Ref:

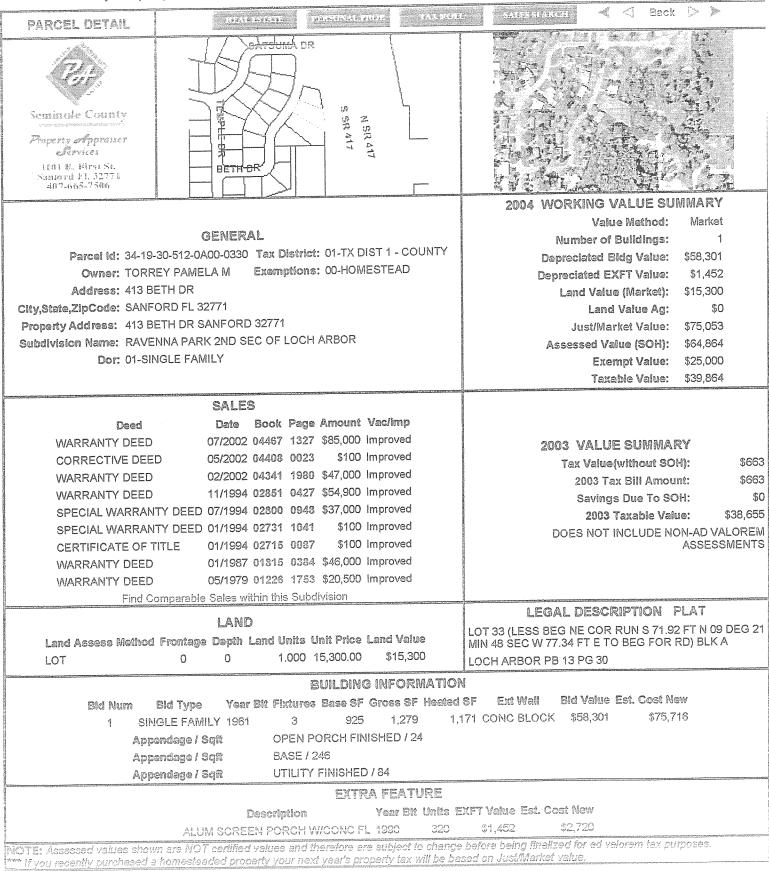
413 BETH DRIVE, SANFORD, FL 32771

8/16/2004

185203878

Net Payoff to SEMINOLE COUNTY COMMUNITY DEVELORMEN 25000.00

SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE 1101 N. FIRST STREET SANFORD FL 32771



BACK • PROPERTY OFF METER • CONTACT •

Sominole County S. H. J.P. Hamoownership Assistance Program

S.H.I.P. Mortgage

THIS MORTGAGE is hereby made and entered into this 15th day of July, 2002 by and between Pamela HTorrey hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee." * A SINGLE WOMAN

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Mortgage Note of even date herewith (\$25,000.00), hereinafter described, the Mortgagor heraby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the dwelling, and accessories thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A purchase money First Morlgage approved by Morlgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

RECORD & RETURN TO: KAMPP TITLE & GUARANTY CORP. 200 W. First Street Sanford, Fi. 32771 LAURA IRLGOYEN

Pila No: 54140

This instrument was prepared by: AFIER RECORDING RETURN TO: BEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE ATTN: LORI BOLITRO 1101 N. FIRST STREET SANFORD, FL 32771

SENDARE MASS, CLERK OF CHRANT THEN SENTACE COUNTY

ENC OGAST PG 1339

CLERK'S N 2002912381

RECORDIN, FELS 33.00

RECORDIN, FELS 33.00

RECORDIN, FELS 33.00

FILE NUM 2002912381 ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis

authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, If the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and vold.

AND the Mortgager hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses. Including allomey's fees and title searches, reasonably incurred or paid by the Mortgagee because of the fallure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Mortgage, or either. In the event the Mortgagor falls to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Morigage, or either, the Morigagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, atipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgages to exercise any of the rights or options herein provided shall not constitute a walver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE BALE, LEASE, TRANSPER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Morigagor shell repay the loan amount of Twenty Five Thousand 00/100 (\$25,000.00) to Mortgagee in full, less any available

FILE NUM 2002912381 forgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in Ileu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in Ileu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to valid purchase money First Mortgage on this Land. If any provision of this Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

<	IN WITNESS WHEREOF, the said the day and year first above written. Signature: Witness	Mortgagor has here unto signed and sealed these presents WWW . TOULL Signature Owner:
	Print Name: Winess Standard: Witness	Pamela Torrey AL3 BETH DRIVE, SANFORD, FL. 32771 Signature Owner:
p	baebara monroe Print Name: Witness	Print Name: Wilness
	STATE OF FLORIDA COUNTY OF SEMINOLE	
	officer duly authorized in the St acknowledgments, personally a before me that he/she/they executed to	15th day of JULY , 2002 before me, an ate aforesaid and in the County aforesaid to take appeared PAMELA M. TORREY, A SINGLE WOMAN and executed the foregoing instrument and who acknowledge the same and are personally known to me or have produced entification and who did/did not take an oath.
		Name: LINDA' R. COINS Notary Public
	Inco K. Golio The Lin Commercial of Copyright Papers Through 24, 201. Through the book an education	Serial Number cc 893134 Commission Expires: JANUARY 24, 2004

FILE NUM 2002912381 OR BOOK 04467 PAGE 1342

EXHIBIT "A" OF S.H.I.P. MORTGAGE

LEGAL DESCRIPTION

Lot 33, Block A, SECOND RAVENNA PARK, SECTION OF LOCH ARBOR, according to the Plat thereof, as recorded in Plat Book 13, Pages 29, 30 and 31, of the Public Records of Seminole County, Florida. LESS THE FOLLOWING:

PARCEL NO. 252

SECTION 77310-2502

A portion of Lot 33, Block A, Second Ravenna Park Section of Loch Arbor, as recorded in Plat Book 13, Pages 29 through 31, of the Public Records of Seminole County, lying in Section 34, Township 19 South, Range 30 East, Seminole County, Florida, being more particularly described as follows:

Communice at a found "Doudney" 4 inch by 4 inch concrete monument marking the Northwest corner of the Southeast 1/4 of said Section 34 as shown on Florida Department of Transportation Right-of-Way Map, Section 77310-2502; thence run South 89°53'09" East along the North line of the Southeast 1/4 of said Section 34, a distance of 895.61 feet to the Easterly right-of-way line of Beth Drive (a 70 foot right-of-way as now established); thence departing the North line of the Southeast 1/4 of said Section 34, run South 00°13'09" West along the Easterly right-of-way line of said Beth Drive, a distance of 138.88 feet; thence departing the Easterly right-of-way line of said Beth Drive run South 16°11'41" East, 52.10 feet to a point on the Southerly right-of-way line of Satsuma Drive (a 50' right-of-way as now established) said point lying on the North line of Lot 30, Block A, Second Ravenna Park Section of Loch Arbor; thence run South 89°53'01" East along the Southerly right-of-way line of said Satsuma Drive and the North line of said Lot 30, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 80.09 feet to the Northeast corner of said Lot 30; thence departing the Southerly right-of-way line of said Satsuma Drive run South 00°10'52" West along the East line of said Lots 30 and 31, Block A, Second Ravonna Park Section of Loch Arbor, a distance of 140.21 feet; thence run South 00°34'43" East along the East line of Lots 31 and 32, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 143.84 feet for a POINT OF BEGINNING, said point being the Northeast corner of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor; thence continue South 00°34'43" East along the East line of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor, a distance of 71.92 feet; thence, departing the East line of said Lot 33, Block A, Second Ravenna Park Section of Loch Arbor, run North 09°21'48" West 77.34 feet, to the North line of said Lot 33, Block A, Second Ravenna Park Section of Loch Athor, thence run South 69°40'16" East along the North line of said Lot 33, Block A, Second Ravenna Park Section of Lock Arbor, a distance of 12.64 feet to the POINT OF BEGINNING.

Being a portion of lands as described in Official Records Book 2715, Page 87, Public Records of Seminole County, Florida.

FILE NUM 2002912381 OR BOOK 04467 PAGE 1343

Seminole County S. H.J.P. Homeownership Assistance Program S.H.I.P. MORTGAGE NOTE

AMOUNT: \$25,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Twenty Five Thousand (\$25,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the un-forgiven balance shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the SHIP Plan.
- D. This Note incorporates, and is incorporated into, the SHIP Mortgage of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX PUPSUANT TO SECTIONS 420.513(1) AND 199, 185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: SEMINOLE COUNTY COMMUNITY DEVELOPMENT OFFICE ATTN: LORI SOLITRO 1101 N. FIRST STREET SANFORD, FL 32771

IN WITNESS WHEREOF, the said Mortgagor	FILE NUM 2002912381 OR BOOK 04467 PAGE 1345 has hereunto signed and sealed these presents the
day and year first above written.	
Stgnature: Witness	Signature: Owner
Print Namer Witness	Pamela Turrey 413 BETH DRIVE, SANFORD, FL. 32771
IMM/IMM/IM	
signature: Witness	Signature: Owner
BARBARA MONROE	
Print Name: Witness	Print Name: Witness
STATE OF FLORIDA COUNTY OF SEMINOLE	
officer duly authorized in the State at	day of July , 2002 before me, ar oresaid and in the County aforesaid to take dependent of the county aforesaid to take the foregoing instrument and who acknowledge
hotom on that halehallhey evenited the sarr	e and are personally known to me or have produced ion and who did/ did not take an oath.
WITNESS my hand and official seel in the	County and State last aforesald.
met and an	- Comment of the second



lindo K. Goins My COMMESION & CCEVSTM EXPIRES Jonsony 24, 2004 STATED THEN TECHTUM ASSENCE OF

Name: LINDA K. GOINS

Notary Public

Serial Number oc 893134 Commission Expires: JANUARY 24, 2002

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated March 27, 2003, and recorded in Official Records Book 4766, Pages 0098 through and including 0100, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THIRTEEN THOUSAND TWO HUNDRED FORTY-TWO AND 55/100 DOLLARS (\$13,242.55) (the "Note"), dated March 27, 2003, and recorded in the Official Records Book 4766, Pages 0101 through and 0102, Public Records of Seminole County, Florida, which encumbered the property located at 211 W. 20th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

THE EAST 5 FEET OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FEET OF LOT 5, BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-534-0200-0030

(the "Property,") were made by Maria Baez, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, refinance, sell, or in any manner cease to occupy the Property as her primary residence, or dispose of the Property within six (6) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has sold or refinanced the Property within the six (6) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owning under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant;

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TEN THOUSAND FIVE HUNDRED NINETY-FOUR AND 04/100 DOLLARS (\$10,594.04), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 8, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Some be executed this day of	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AS/lpk 10/11/04 satisfaction - Baez rahabilitation	



THE CLOSING AGENT II, INC. ESCROW ACCOUNT 735 PRIMERA BOULEVARD, SUITE 115 LAKE MARY, FL 32746

CNL BANK DOWNTOWN OFFICE ORLANDO, FLORIDA 63-1428-631

6/8/2004

PAY TO THE ORDER OF

Seminole County

s **10,594.04

DOLLARS

MEMO

L4-5-39Baez/Monroe

||O 16 1 2 3 || 1: O 6 3 1 1 4 2 6 9 1: 3 0 1 3 6 1 2 ||

N N

THE CLOSING AGENT II, INC.

6/8/2004

16123 10,594.04

CNLBank Escrow Account L4-5-39Baez/Monroe

10,594.04

SHIP Rehabilitation Mortgage

THIS Mortgage entered into this 27th day of March, 2003, between Maria Baez, hereinafter referred to as "Owner," and Seminole County, a political subdivision of the State of Florida 1101 E. First Street, Sanford, Florida 32771 hereinafter "County."

WITNESSETH:

WHEREAS the County has SHIP funds available for certain qualified real property owners

for purposes of essisting said owners in the repair and rehabilitation of certain improvements their existing housing) found upon such owned real property; said real property being located at: 211 W 20th Street, Sanford, Florida 32771 And said property being legally described as: The East 5 feet of Lot 3, all of Lot 4, and the West 30 feet of Lot 5, Block 2, Highland Perk, according to the plat thereof as recorded in Plat book 4, Page 28 of the Public Records of Seminole County Florida #36-19-30-534-0200-0030

__ or described in

Exhibit A attached hereto and made a part hereof.

WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for the purpose of rehabilitation improvements on real property, and

WHEREAS, a deferred payment loan, or benefit is made and given by the County as specified on the Note accompanying this Mortgage so long as the Owner does not sell, convey, lease, or otherwise dispose of the renabilitated improvements or the real property upon which the improvements are located.

NOW THEREFORE, in consideration of the loan, deterred loan, or benefit, the Owner agree as follows:

1. A lien is hereby established in favor of the Courty to provide security for the amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made a part which becomes payable by the Owner, or the infler's estate, personal representatives, heirs or devisee.

- 2. The Owner shall abide by all the stipulations, agreements, conditions and covenants of this agreement, and shall duly pay all real property taxes, all home insurance premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.
- 3. In the event that the Owner sells, conveys, leases or otherwise disposes of the rehabilitated improvements or the real property upon which the improvements are located, then the Owner agrees to repay, in lump sum, the amount due and owed to the County. In the case of death afthe owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the loan becomes due and payable to the County.
- 4. The amount which shall be repaid to the County under the provisions of this Mortgage shall be the uniforgiven amount of the original Promissory Note, plus the amount of all applicable Modifications to that Note and this Mortgage, less payments made on the principal amount, if any.
- 5. Should the Owner fail to comply with the agreements, conditions, or obligations set forth in this Lien Agreement and Promissory Note, then the lien established by this Agreement may be foreclosed in the same manner as provided by law for the foreclosure of a Mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity at the option of the County.
- 6. All costs, including a reasonable attorner's fee, which may be incurred by the County for the collection of any amounts which may become due the County, hereunder, or which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.
- 7. The use, herein, of the word Owner, shall apply to the plural as well as the singular.
- 8. The Owner will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in

connection with the repair and rehabilitation of the Owner's property due to the Owner's negligence.

Brenda Driman	Maria Bors
Signature of Witness -	Signature of Owner
BRENDA DRINNAN	Maria Baez
Print name	Print name
Signature of Winess -	Signature of Owner
Print name (1)	Print name
~ 0	111111111111111111111111111111111111111
STATE OF FLORIDAU	
COUNTY OF SEMINOLÉ	
PEROPE ME TO STATE OF THE STATE	The second secon
BEFORE ME personally appeared <u>Maria I</u> persondescribed in and who executed the foregoi	pagez to me well known to be the
before me that she executed said instrument for	the purposes therein expressed.
WITNESS my hand and official seal, this	2/th day of March
	Ma
This Instrument prepared by and return to:	Marci & Carton
	(Notary Signature) Marci H. Carter
Meals On Wheels, Etc., Inc.	NOTARY PUBLIC
Attn: Marci H. Carter	State of Florida at Large MyCommissionexpires7-21-03
\ \ <u>\</u>	Seal
	Marci H Certer
V.	* My Commission CC857032
\	Expires July 21, 2003
	V _

SHIP Deferred Payment Promissory Note

NAME: Maffa Baez	Date: March 27, 2003	
AMOUNT 12,2 20.55		
FOR VALUERECEIVED, the undersigned join	itly and severally promise(s) to pay to the order	of Seminole County
SHIP Program 1101 E First Street, Sanford, FL	32771 (herein called the "County") or its sur	ccessors, the sum of
Thirteen Thousand two hundred forty two and	1 55/100 \$13,242.55 Payment of the principal	amount of the Note
is deferred while the undersigned remains the legi	al owner and resides at the noted property. Tr	ansfer of Ownership
or loss of residence shall constitute default of the	deferment and will cause this note to become	due and payable in
accordance with the following schedule:		

- Voluntary divestment or coverage during the first (1st) year from the date of execution of this Agreement. 106% of the principal amount of this Note must be repaid.
- Voluntary divestment or coverage during the second (2nd) year from the date of execution of this Agreement....80% of the principal amount of this Note must be repaid.
- Voluntary divestment of coverage during the third (3rd) year from the date of execution
 of this Agreement....60% of the principal amount of this Note must be repaid.
- Voluntary divestment or coverage during the fourth (4th) year from the date of execution of this Agreement....40% of the principal amount of this Note must be repaid.
- 5. Voluntary divestment or coverage during the fifth (5th) year from the date of execution of this Agreement....20% of the principal amount of this Note must be repaid.
- Voluntary divestment or coverage autifig the sixth (6th) year from the date of execution of this Agreement....0% of the principal amount of this Note must be repaid.

In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms of the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining un-forgiven, balance that is due on the loan becomes due and payable to the County.

Failure of the County to exercise such option shall not constitute a waiver of such default. The undersigned reserve(s) the right to repay at any time all or any part of the principal amount of this note prior to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will accrue interest at a rate not to exceed three percent (3%) per annum until the principal amount of this Note is paid.

SEMINOLE COUNTY

If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for recording Seminole County, Florida.

DEMAND, protest, and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption regus which overwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, the said party) hereunto set her hand and seal this day and year first above y ATTEST: Brenda Signature of Witness Maria Baez Print Name Signature of Witness Signature of Owner Print Name Print Name STATE OF FLORIDA COUNTY OF SEMINOLE BEFORE ME personally appeared Maria Baes-BEFORE ME personally appeared Maria Base to me well known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

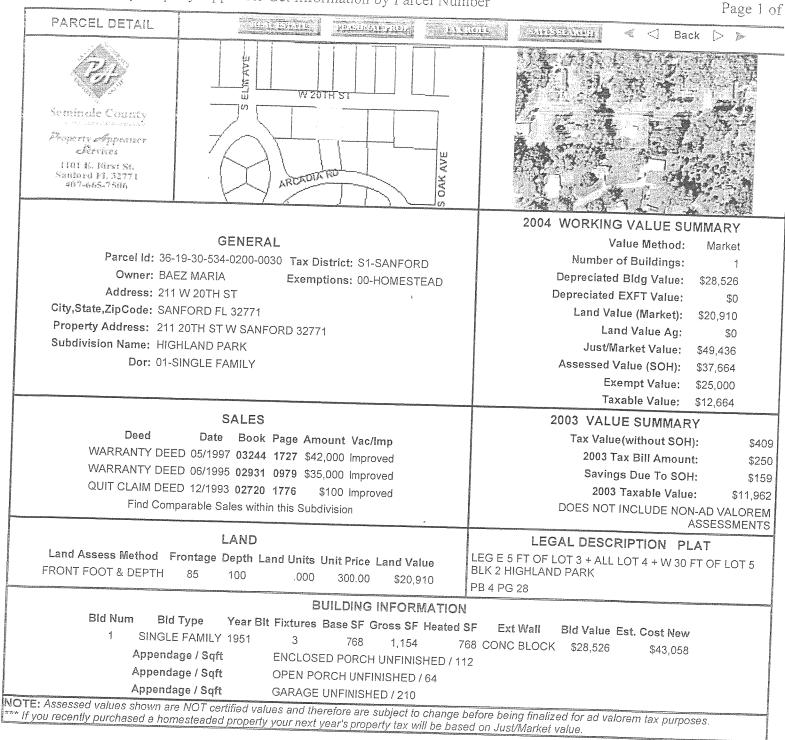
WITNESS my hand and official seal, this 27th day of March , 2003.

This Instrument prepared by and return to: Marci Carter Meals On Wheels, Etc., Inc 1097 Sand Pond Road Lake Mary, Florida 32746 (Notary Signature)

NOTARY PUBLIC State of Florida at Large My Commission Expires 7-21-03

Seal

Marci H Carter Why Commission CC857032 Expres July 21, 2003



HAVE STEELER STEEL E ELLANDA COL This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

PROGRAM AGREEMENT BETWEEN SUBGRANTEE AND OWNER, SATISFACTION OF RELATED MEMORANDUM OF AGREEMENT AND RELEASE OF RESTRICTIVE COVENANTS

Know All Persons By These Presents:

WHEREAS, that certain Seminole County Housing Rehabilitation Program Agreement dated October 14, 1998, between Carleene W. Finch, a married woman, and Wyman Fields Foundation, Inc., a Florida not-for-profit corporation (the "Agreement") and that certain Memorandum of Agreement dated February 11, 2000, between Carleene W. Finch and James M. Finch, II, as husband and wife, and Wyman Fields Foundation, Inc. and recorded in the Official Records Book 3845, Page 1226 of the Public Records of Seminole County, Florida (the "Memorandum of Agreement"), both instruments having encumbered the property located at 321 Sand Pine Place, Geneva, Florida 32732, the legal description and parcel identification for which are as follows:

LEGAL DESCRIPTION:

LEGAL SECTION 26, TOWNSHIP 20S, RANGE 32 EAST, SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4; SUBJECT TO PUBLIC ROAD RIGHT OF WAY EASEMENT OVER THE EAST 33 FEET THEREOF FOR THE PURPOSE OF INGRESS AND EGRESS OVER SAME TO STATE ROAD 46. TOGETHER WITH A NON-EXCLUSIVE ROAD RIGHT OF WAY EASEMENT OVER A 66 FOOT STRIP OF LAND, LYING 33 FEET ON EACH SIDE OF THE CENTERLINE THEREOF, DESCRIBED AS FOLLOWS: BEING AT THE NE CORNER OF SW 1/4 OF NW 1/4 OF NE 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 32 EAST, RUN SOUTH PARALLEL TO THE WEST BOUNDARY LINE OF SAID SECTION APPROXIMATELY 1134 FEET TO RIGHT OF WAY OF STATE ROAD 46; FOR THE PURPOSE OF INGRESS AND EGRESS TO STATE ROAD

and also described as:

LEG SEC 26 TWP 20S RGE 32E SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 AND NW 1/4 OF SW 1/4 OF NE 1/4 OF NW 1/4

(hereinafter the "Property,") were made by Carleene W. Finch and James M. Finch, II, husband and wife (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County") and the Wyman Fields Foundation, Inc., (the "Subrecipient"); and

WHEREAS, the Agreement and the Memorandum of Agreement (collectively the "Agreements") arranged for a home rehabilitation grant in the amount of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) to rehabilitate and remodel the residence of the Owners; which amount was to be provided through the Subrecipient in consideration of the Owners' covenant to give both the Subrecipient and the County the same financial recovery and covenant enforcement powers with respect to the Property; and

WHEREAS, the Memorandum of Agreement, upon its recording, created public notice of certain restrictive covenants as to use of the Property for only low income housing as well as placing limits on alienation, and granted to the County and the Subrecipient certain interests in the Property including particularly repayment of the grant should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within fifteen (15) years from the date of the Agreements (the "Affordability Period") or otherwise cease using the Property for low income housing; and

WHEREAS, the Agreements contained a provision for the release of the restrictive use covenants by either the County or the Subrecipient under certain conditions including the sale or refinancing of the Property prior to expiration of the Affordability Period; and

WHEREAS, the Agreements provided for a declining balance formula for mandatory repayment of the grant depending upon the length of time of compliance with the Affordability Period; and

WHEREAS, the Owners have sold the Property after approximately five (5) years, nine (9) months of the total fifteen (15) year Affordability Period; and

WHEREAS, the County and Subrecipient did not transfer, assign, pledge, or otherwise encumber any of their rights or interests obtained pursuant to the Agreements except as noted above; and

WHEREAS, the County has been requested to release the Property from any and all liens, encumbrances, and restrictive use covenants within the Agreements in exchange for tendering of the amount due under the Agreements:

NOW THEREFORE, in consideration of the foregoing recitals and the payment of THIRTY-SEVEN THOUSAND FOUR HUNDRED TWO and NO/100 DOLLARS (\$37,402.00), the receipt of which is hereby acknowledged, paid to the County on or about July 12, 2004, and pursuant to the terms of the Agreements, the County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, their heirs, assigns, and successors in interest to the fee simple ownership of the Property are forever freed, exonerated, discharged, and released from any lien created by the Agreements and all restrictive covenants as to use, alienation, and other matters, and every part thereof and the County does hereby direct the Clerk of Circuit Court of Seminole County, Florida to cancel the same of record.

IN WITNESS WHEREOF, the County has caused this instrument to be executed as of the dates set forth below.

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
By:
Date:
As authorized for execution by the Board of County Commissioners
at their, 20 regular meeting.

P:\Users\aschmeider\Affordable Housing\SHIP FORMS\Finch Satisfaction of Mtg - graduated payment.doc

UNIVERSAL LAND TITLE, INC. ESCROW ACCOUNT 650 S. CENTRAL AVE, SUITE 3000 OVEIDO, FL 32765 (800) 582-4686

CHECK NO.

18019206

FILE NO.

04185365

DATE:

07/12/2004

CHECK AMOUNT: \$37,402.00

SEMINOLE COUNTY

CHECK NO. 18019206

FILE NO. 04185365

DATE: 07/12/2004 CHECK AMOUNT: \$37,402.00

File No.: 04185365 Closer: Lisa Zdrodowski

Seller: FINCH, III Buyer: REDD

Prop Addr: 321 SAND PINE PLACE GENEVA FL 32732

Legal Descr:

PAYOFF FIRST MORTGAGE

\$37,402.00

SRC 001 (REV 07/102)

PLEASE DETACH AND RETAIN THIS STATEMENT BEFORE DEPOSITING THE CHECK

(ERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. 🖾 CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM. 🗐 Sank of America Castomer Connection Bank of America, N.A. Bank of America Customer Connection Texas 32-1 AITH-FRAUD PROTECTION PAREITS S. 157,765: 5 1110

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OVEIDO, FL 32765/

CHECK NO.

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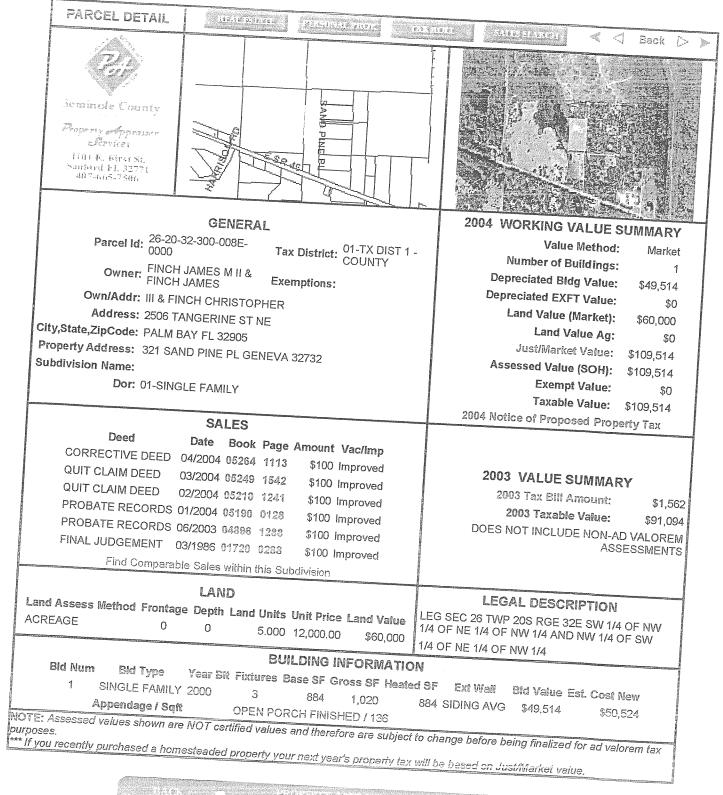
DATE: 07/12/2004

CHECK AMOUNT *****\$37,402.00

Constituent in the sast transformation

VUID OVER \$37,402.00 CID AFTER 180 DAYS O SIGNATURES REQUIRED

AUTHORIZED SIGNATURE



SEMINOLE COUNTY HOUSING REHABILITATION PROGRAM AGREEMENT BETWEEN SUBGRANTEE AND OWNER

AGREEMENT, made and entered into this day 19 48 by and between ar leene whose mailing address is 4.0, 60% 137 Geneva hereinafter referred to as the "OWNER" and the SUBGRANTEE, La not-for-profit corporation or Ūα for-profit Wiman Fields Foundation, existing under the laws of the State corporation of Florida, whose mailing address is 125 Coastline Rd Florida, hereinafter referred to as the "SUBGRANTEE."

WITNESSETH: WHEREAS, Carleene W. Finch is the OWNER in fee simple of the following described property, to wit: LEG SEC 26 TWP 20S RGE 32E SW 1/4 OF NW 1/4 OF NE 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF NO 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF NO 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF NO 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF NO 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF NO 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF NW 1/4 and NW 1/4 OF SW 1/4 OF NW 1/4 and NW 1/4 OF NW 1/4 and NW 1/4 OF NW 1/4 and NW 1/4 OF NW 1/4

whereas, owner has applied to the SUBGRANTEE for a grant, the proceeds of which are to be used solely for payment(s) for improvements upon the above described property in accordance with the plans and specifications submitted to and approved by the SUBGRANTEE and the Seminole County Rehabilitation Specialist; and

WHEREAS, SUBGRANTEE has determined that the OWNER meets all Federal criteria for receipt of a grant pursuant to the terms, conditions and provisions of the Seminole County Housing Rehabilitation Program; and

WHEREAS, OWNER AND SUBGRANTEE agree that except as set forth herein, the OWNER shall not be liable to the SUBGRANTEE for repayment of the grant or any interest thereon; and

WHEREAS. OWNER agrees that the SUBGRANTEE shall be entitled to recover certain portions of the grant should the OWNER transfer title, sell or in any manner dispose of the aforementioned property within a Utive(5), Uten(19). Diffiteen (15) year period, as applicable, from the date of this Agreement;

Subgrantee & Owner Agreement (fn\rehabbkragmts)

Page 1 of 7

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows: Section 1.

General

- The parties agree that no contractor, subcontractor or other provider of labor, materials, or services essential to the completion of this Agreement is an entity owned by a foreign country included in the list of nations that discriminate against United States firms as established by the United Stated Trade Representative (USTR).
- The parties shall not enter into any contract or (b) subcontract with nor use any product from a company or individual from a country included in the USTR list.
- The parties agree that disbursement of the grant shall be based on the schedule attached hereto and incorporated herein
- This Agreement shall not be construed to make the SUBGRANTEE or Seminole County liable to materialism, contractors, craftsmen, laborers, or others for goods or services delivered by, to or upon said premises or for debts or claims accruing to said parties against the OWNER. It is distinctly understood and agreed that no contractual relationship either expressed or implied between the SUBGRANTEE or Seminole County and any contractors, materialmen, subcontractor, craftsmen, laborer, or any other person supplying work, labor, materials, or services for the job exists.
- (e) Disbursements, inspections, and other services rendered by the SUBGRANTEE, Seminole County, or their employees, agents and/or supervisors of construction shall be made and rendered solely for the protection and benefit of the SUBGRANTEE. Neither the CWHER nor any other persons, firm or corporation shall be entitled to claim or recover any loss or damage against the

Subgrantes & Owner Agreement (fn\rehabbkragmts)

Page 2 of 7

SUBGRANTEE or Seminole County, their employees, agents, or supervisor of construction because of the failure of the OWNER or any subcontractor, craftsmen, laborer, or dealer to comply with and abide by any contract, agreement or understanding between the OWNER and any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

- (f) The provisions of this Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.
- (g) The following attachments are incorporated in and made part of this Agreement. Specific attachments include:
 - (A) Construction Agreement Between Owner And Contractor
 - (B) General Conditions
 - (C) Draw Schedule
 - (D) Work Write-Up Sheet(s)
 - (E) Notice of Commencement
 - (F) Memorandum of Agreement
 - (G) Project Bid Specifications
 - (H) Covenant to Comply (Applicable to Rental Units Only)
 - (I) Certification Regarding Lobbying

Section 2. Responsibility of Owner

- (a) OWNER acknowledges receipt from the SUBGRANTEE, as funded by Seminole County, of the sum of forty Five Wousend DOLLARS (\$45,000), which is the net proceeds of the grant to be disbursed to the contractor for refurbishment of the subject property.
- (b) OWNER agrees that should he or she transfer, sell, or in any manner divest himself or herself of an interest in the above described property within Ofive(5), Oten(10), Ofifteen (15), Otwenty (20) year period, as applicable, from the data first above written, the SUBGRANTEE shall be entitled to receive.

Subgrantee & Owner Agreement (fn\rehabbkragmts)

Page 3 of 7

from the gross proceeds of the transfer, sale or divestiture, the following sums as reimbursement for the grant.

5-YR Period Elapsed Time	10-YR Period Elapsed Time	15-YR Period Elapsed Time	20-YR Period Elapsed Time	Amount Due SUBGRANTEE and/or Seminole
One yr.	Two yrs.	Three yrs.	Four yrs.	County
Two yrs.	Four yrs.	Six yrs.	Eight yrs.	100%
Three yrs.	Six yrs.	Nine yrs.		80%
Four yrs.			Twelve yrs.	60%
	Eight yrs.	Twelve yrs.	Sixteen yrs.	40%
Five yrs.	Ten yrs.	Fifteen yrs.	Twenty yrs.	20%

- (c) OWNER shall not begin construction on the above described property until a Notice of Commencement is duly filed in the appropriate office of the Clerk of Circuit Court.
- (d) OWNER covenants that all improvements made upon the property shall be completed in accordance with the plans, specifications and any supplements thereto within the prescribed time for completion.
- (e) OWNER shall collect and provide to the SUBGRANTEE, lien waivers for all work performed and materials provided by subcontractors, suppliers, or their agent(s).
- (f) OWNER shall be responsible for providing notices and performing all acts required of the OWNER pursuant to Chapter 713, Florida Statutes. Should the SUBGRANTEE perform and act for the OWNER, the act shall be deemed as having been performed at the request of the OWNER. In no way shall the SUBGRANTEE be liable for acts performed at the request of the OWNER or for failure to perform such acts. All responsibility for compliance with Chapter 713, Florida Statutes, shall remain with the OWNER.
- (g) OWNER shall furnish to the SUBGRANTEE, within twenty-four (24) hours (expluding weekends and legal holidays) following

Subgramee & Owner Agreement (fn\rehabbkragmts)

Page 4 of 7

receipt, any copy of notices filed, posted, or served by a lienor, as defined by Chapter 713, Florida Statutes, upon the OWNER.

- (h) If the OWNER defaults, or fails to perform in the manner described herein, the SUBGRANTEE may declare its rights under this Agreement terminated and proceed to take whatever action it, in the SUBGRANTEE's sole discretion, deems appropriate to effect completion of the property improvements.
- (i) OWNER shall, within three (3) days from receipt of a written notice from the SUBGRANTEE, record a Notice of Contest of Lien with respect to any lien filed on the property described herein by any and all lienors.

Section 3. Responsibility of SUBGRANTEE

- (a) SUBGRANTEE covenants that the OWNER shall not be obligated to repay to the SUBGRANTEE the grant or any interest thereon except as provided in Section 2, Paragraph (b) above.
- (b) SUBGRANTEE shall reserve the right to inspect at any time and reject all work performed and materials used in the construction/refurbishment of the property. No payments shall be made for work, materials, or services performed until full acceptance is made by the SUBGRANTEE and the COUNTY.
- (c) SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings complies with the contract documents, plans, specifications and any supplements thereto. First class new material and labor which complies with the specifications and is furnished according to the plans shall be accepted by the SUBGRANTEE.
- (d) SUBGRANTEE shall not disburse the grant if any of the following situations exist at time of disbursement:
- (1) The construction is not in accordance with approved plans and specifications.

- (2) Outstanding claims of lien have been filed against the property and not fully satisfied by the OWNER.
- (3) Proper affidavits have not been executed and delivered to the SUBGRANTEE as required.
- (4) The CONTRACTOR fails to meet any predetermined time frame for requesting payment.
- (e) SUBGRANTEE reserves the right to withhold a retainage of ten percent (10%) of the grant to assure completion of all work by the OWNER, contractor(s), subcontractor(s), and/or materialmen. The retainage shall not be released until SUBGRANTEE receives all release of liens and any appropriate discharges as approved by the SUBGRANTEE.
- (f) SUBGRANTEE shall assure that refurbishment work complies with the plans, specifications and supplements mutually approved.
- (g) SUBGRANTEE and COUNTY shall assure that the rate of progress on the property ensures completion by the agreed upon completion date. SUBGRANTEE and COUNTY shall make the final determination as to claims or questions arising from the construction agreement. Any requests for adjustment of the construction agreement completion date shall be submitted in writing to the SUBGRANTEE and COUNTY who shall make the final decision as to any change in the date.

IN WITNESS THEREOF, the parties hereto have executed this Agreement for the purposes herein expressed on the date and year first above written.

,	
MITNESSES CHULLING SIGNATURE	OWNER Color L. Timer SIGNATURE
SIGNATURE	SIGNATURE
STATE OF Actide; COUNTY OF Sminole; The foregoing instrument was	#CC 690411
day of October , 1998	, by Carleene Manual MCh
who is personally known to me or wh	no has produced <u>Drivers Lic.</u>
as identification.	
ATTEST	SUBGRANTEE
, Secretary	SIGNATURE CEO, President

MEMORANDUM OF AGREEMENT

TO WHOM IT MAY CONCERN:	James M. Finch TT	
YOU ARE NOTIFIED of an Agreement betw	veen CARKERY, W. TINCH as OWNER,	
whose mailing address is Y.O. Box 137	7 General Planta 29729	
and the SUBGRANTEE, Ga not-for-profit	corporation of formation	
existing under the laws of the State	of Parisin Da lor-profit corporation	
125 Cocstline Rd , Florida 32771	of florida, whose mailing address is	
	, hereinafter referred to as the	
"SUBGRANTEE." Said Agreement provide	s that SEMINOLE COUNTY hereinafter	
referred to as "COUNTY," whose mailing	g address is 1101 East First Street.	
Santold, Florida 32771, and/or SUBGRANTE	E shall be entitled to recover co-tain	
politions of the proceeds granted thro	ough such Agreement should the common	
cransier title, sell or in any manne	er dispose of the legally docation C	٤.
property within Ofive(5), Oten(10), Ofi	freen(15) or Otyposty(20)	ð
as applicable, from the date of this A	Trooms, of Dowelley(20) year period,	ALC:
and/or the SUBGRANTER TOLORGE	greement, after which time the COUNTY	erg.
and/or the SUBGRANTEE releases any and	all interest as identified in the	8
Agreement. The property is located at	Dal Dand Pne Pl., Seminole Coung,	
Florida, and is legally described as:	29 See 26 Top 205 KGE 32Em	
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NWOODS CALL AND	James M. Finch II	175
Print Name	Print Name	
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COUNTY OF Seminole		(0)
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, who a	re personally known to me or who have	
produced Name as i	dentification.	
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Candace A. Birle	Print Name	
Expires Apr. 10 22813	Print Name And Comment of Shotary Public in and for the County and State Aforementioned.	
Bonded They	and State Aforementioned.	
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Commission # CG 22813 Expires Apr. 19, 2003 Bonded Thru Life Bay Saidan CELEGO DO # uoissuumon Filin V Deputar	The second secon	
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74697	Address)	
This instrument was prepared by:	My commission expires: 04/4/03 60 Return to: (Subrecipient Name and Address)	
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	And the second s	
Q_{ij}		

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Page 1 of 1

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF SEMINOLE COUNTY HOUSING REHABILITATION
PROGRAM AGREEMENT BETWEEN SUBGRANTEE AND OWNER,
SATISFACTION OF HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE
AGREEMENT, SATISFACTION OF RELATED MEMORANDUM OF AGREEMENT
AND RELEASE OF RESTRICTIVE COVENANTS

Know All Persons By These Presents:

WHEREAS, that certain Seminole County Housing Rehabilitation Program Agreement Between Subgrantee and Owner dated October 31, 1995, between Dixie Flannagin, a single person, and the City of Sanford, Florida (the "Subrecipient Agreement") and that certain Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement between Dixie Flannagin and Seminole County dated October 31, 1995, and recorded in Official Records Book 3028, Pages 0535 through 0537 (the "Assistance Agreement") and that certain Memorandum of Agreement dated November 3, 1995, between Dixie Flannagin and the City of Sanford (the "Memorandum of Agreement") and recorded in the Official Records Book 2994, Page 1510, all being a part of the Public Records of Seminole County, Florida, all of said instruments (collectively referred to herein as the "Agreements") having encumbered the property located at 215 W. Fifth Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LEGAL DESCRIPTION:

EAST 5 FEET OF THE WEST 1/2 OF LOT 6 AND THE EAST 1/2 OF LOT 6, BLOCK 7, TIER 5, CITY OF SANFORD, ACCORDING TO E.R. TRAFFORD'S MAP THEREOF RECORDED IN PLAT BOOK 1, PAGE 56-64, AND 112, 113, 115, 116 AND 117, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

and also sometimes described as:

THE EAST 5 FEET OF WEST 1/2 OF LOT 6, AND THE EAST 1/2 OF LOT 6, BLOCK 7, TIER 5, E.R. TRAFFORD'S MAP OF THE TOWN OF SANFORD, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE

56 THOUGH 64, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 25-19-30-5AG-0705-0060

(hereinafter the "Property,") were made by Dixie Flannagin, a single person (the "Owner"), for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771 (the "County") and the City of Sanford, Florida (the "Subrecipient"); and

WHEREAS, the Agreements provided for a grant in the amount of SEVENTEEN THOUSAND NINE HUNDRED FIFTY AND NO/100 DOLLARS (\$17,950.00) to rehabilitate and remodel the residence of the Owner; which amount was to be provided through the Subrecipient in consideration of the Owner's covenant to give both the Subrecipient and the County the same financial recovery and covenant enforcement powers with respect to the Property; and

WHEREAS, the Agreements, upon their recording, created public notice of certain restrictive covenants as to use of the Property for only low income housing, as well as placing limits on alienation, and granted to the County and the Subrecipient certain interests, including particularly the right to demand repayment of the grant should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence, or dispose of the Property within ten (10) years from the date of the Agreements (the "Affordability Period") or otherwise cease using it for low income housing; and

WHEREAS, the Agreements contained a provision for the release of the restrictive use covenants by either the County or the Subrecipient under certain conditions including the sale or refinancing of the Property prior to expiration of the Affordability Period; and

WHEREAS, the Agreements provided for a declining balance formula for mandatory repayment of the grant depending upon the length of time of compliance with the Affordability Period; and

WHEREAS, the Owner has sold the Property after approximately eight (8) years ten (10) months of the total ten (10) year Affordability Period; and

WHEREAS, the County and Subrecipient did not transfer, assign, pledge, or otherwise encumber any interest obtained pursuant to the Agreements except as noted above; and

WHEREAS, the County has been requested to release the Property from any and all liens, encumbrances, and restrictive use covenants within the Agreements in exchange for tendering of the amount due under the Agreements:

NOW THEREFORE, in consideration of the foregoing recitals and the payment of SEVEN THOUSAND ONE HUNDRED EIGHTY and NO/100 DOLLARS (\$7,180.00), the receipt of which is hereby acknowledged, paid to the County on or about August 11, 2004, and pursuant to the terms of the Agreements, the County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, her heirs, assigns, and successors in interest to the fee simple ownership of the Property are forever freed, exonerated, discharged, and released from any lien created by the Agreements and all restrictive covenants as to use, alienation, and other matters and every part thereof and the County does hereby direct the Clerk of Circuit Court of Seminole County, Florida to cancel the same of record.

IN WITNESS WHEREOF, the County has caused this instrument to be executed as of the dates set forth below.

ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By:DARYL G. MCLAIN, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
County Attorney	

P.\Users\aschneider\Affordable Housing\Flannagin Satisfaction of Mtg - graduated payment.doc

SECURITY FIRST TITLE PARTNERS OF CENTRAL FLORIDA, LTD.

Payoff of Second Mortgage

Aug 11,2004

215 West 5th St.

7,180.00

SECURITY FIRST TITLE PARTNERS OF CENTRAL

WACHOVIA

FLORIDA, LTD. ESCROW ACCOUNT

63-751/631

09895

960 SOUTH ORLANDO AVENUE WINTER PARK, FLORIDA 32789

PAY

August 11, 2004

Seven Thousand One Hundred Eighty dollars & no cents

"°009895" "C63107513" 2000010987975€

ORDER Seminole County

**\$7,130.00

File No. CF04/207 215 West 5th St.



OFFICIAL RECORDS BOOK PAGE

2994

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HEHORANDUH OF AGREEMENT

SEMINOLE CO. FL.

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whose marping address is ribly, SHA	AT, DONEARD FLORIDA SATTI
and the SUBGRANTEE, Wa not-for-profit of	corporation Da for-profit corporation
existing under the laws of the State of	of Florida, whose mailing address in
20 80 1788 Conford, Florida 32772-178	g, hereinafter referred to as the
"SUBGRAWTER Said Agreement provides	that SEMINOLE COUNTY here(nafter
referred (to les "COUNTY," whose mailing	address is 1701 Past Piest Comman
Sanford, Florida 32771, and/or SUBGRANTER	The state of the section of the sect
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transfer title, sell or in any manner	r dispose of the legally described
property within Odive(5), Scen(10), Ofic	fteen(15) or Otwenty(20) year period,
as applicable from the date of this Ag	recment, after which time the COUNTY
and/or the SUBCRANTEE releases any and	all interest as identified in the
Agreement. The property is located at 2	IS W FETH S SOMETHING COUNTY
Florida, and is legally described as: Ea	of the same of the
FIDELICA, and In Indicately described as:	THE THE MEST ALVELOT, AND THE EAST
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COUNTY OF Seminals	0
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	and State Aforementioned.
	My commission expires: 3/83/97 3
	Return to Subtecipient Name and
	Address)
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Anna	Comment Days
A CITY OF SARFORD	
- Community Dovolopment Dept	SANFORD, FY 82772-1789
P.O. BOX 1788	- 1100
SANFORD, FL 32772-1788	***reases and the second secon

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Page 1 of 1

5/17/95

SEMINOLE COUNTY

- 5-51

housing repartuitation program

SEMINOLE COUNTY HOUSING REHABILITATION PROGRAM AGREEMENT BETWEEN SUBGRANTEE AND OWNER

October , 1995 by and between Dixie Flandain whose mailing address is 215 W. Fifth St.; Sanford , Florida, hereinafter referred to as the "OWNER" and the SUBGRANTEE, was not-for-profit corporation or Da for-profit corporation City of Sanford , existing under the laws of the state of Florida, whose mailing address is P.O. Boy 1788; Sanford , Florida, hereinafter referred to as the "SUBGRANTEE."

WITNESSETH:

WHEREAS, Dixie Flannagin is the OWNER in fee simple of the following described property, to wit: EAST 5 Feet of the West 1/2 of Lot 6, and the EAST 1/2 of Lot 6, Block 7.

Tier 5, City of Sanford, according to E.R. Trafford's Map there of recorded in Plat Book 1, Page 56-64 + 112, 113, 115, 116 and 117, Public Records of Seminale County, Florida. ; and

WHEREAS, OWNER has applied to the SUBGRANTEE for a grant, the proceeds of which are to be used solely for payment(s) for improvements upon the above described property in accordance with the plans and specifications submitted to and approved by the SUBGRANTEE and the Seminole County Rehabilitation Specialist; and

WHEREAS, SUBGRANTEE has determined that the OWNER meets all Federal criteria for receipt of a grant pursuant to the terms, conditions and provisions of the Seminole County Housing Rehabilitation Program; and

WHEREAS, OWNER AND SUBGRANTEE agree that except as set forth herein, the OWNER shall not be liable to the SUBGRANTEE for repayment of the grant or any interest thereon; and

WHEREAS, OWNER agrees that the SUBGRANTEE shall be entitled to recover certain portions of the grant should the OWNER transfer title, sell or in any manner dispose of the elonementioned oroperty within a Ufive(5), Aten(10), Osifteen (15) year period on applicable, from the date of this Agreement;

Subgrantes & Owner Agreement (Intrehabbkragmts)

Page 1 of 7

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. General

- (a) The parties agree that no contractor, subcontractor or other provider of labor, materials, or services essential to the completion of this Agreement is an entity owned by a foreign country included in the list of nations that discriminate against United States firms as established by the United Stated Trade Representative (USTR).
- (b) The parties shall not enter into any contract or subcontract with nor use any product from a company or individual from a country included in the USTR list.
- (c) The parties agree that disbursement of the grant shall be based on the schedule attached hereto and incorporated herein as Exhibit "C."
- (d) This Agreement shall not be construed to make the SUBGRANTEE or Seminole County liable to materialism, contractors, craftsmen, laborers, or others for goods or services delivered by, to or upon said premises or for debts or claims accruing to said parties against the OWNER. It is distinctly understood and agreed that no contractual relationship either expressed or implied between the SUBGRANTEE or Seminole County and any contractors, materialmen, subcontractor, craftsmen, laborer, or any other person supplying work, labor, materials, or services for the job exists.
- (e) Disbursements, inspections, and other services rendered by the SUBGRANTEE, Seminole County, or their employees, agents and/or supervisors of construction shall be made and cendered solely for the protection and renefit of the SUBGRAWMER. Neither the OWNER not any other persons. Firm or corporation shall be entitled to disim or couporation shall be

Subgrantes & Owner Agreement (fn\rehabbkragmts)

Page 2 of 7

6-2

6/17/95

SUBGRANTEE or Seminole County, their employees, agents, or supervisor of construction because of the failure of the OWNER or any subcontractor, craftsmen, laborer, or dealer to comply with and abide by any contract, agreement or understanding between the OWNER and any other persons, firm or corporation engaged or interested in the construction and completion of the contracted effort.

- (f) The provisions of this Agreement shall be binding upon the heirs, successors, assigns and personal representatives of the parties hereto.
- (g) The following attachments are incorporated in and made part of this Agreement. Specific attachments include:
 - (A) Construction Agreement Between Owner And Contractor
 - (B) General Conditions
 - (C) Draw Schedule
 - (D) Work Write-Up Sheet(s)
 - (E) Notice of Commencement
 - (F) Memorandum of Agreement
 - (G) Project Bid Specifications
 - (H) Covenant to Comply (Applicable to Rental Units Only)
 - (I) Certification Regarding Lobbying

Section 2. Responsibility of Owner

- (a) OWNER acknowledges receipt from the SUBGRANTEE, as funded by Seminole County, of the sum of Services (housand DOLLARS (\$1795), which is the net proceeds of the grant to be disbursed to the contractor for refurbishment of the subject property.
- (b) OWNER agrees that should be or she transfer, sell, or in any manner divest himself or berself of an interest in the above described property within Drive(3). Geo. (10), Dristee. (10), Otwenty (20) year period, as applicable, from the date first above written, the DUESELVILLE shall be entitled to receive,

Subgrantee & Owner Agreement (fn\rehabbkragmts)

Page 3 of 7

6/17/95

from the gross proceeds of the transfer, sale or divestiture, the following sums as reimbursement for the grant.

10-YR Period Elapsed Time	15-YR Period Elapsed Time	20-YR Period Elapsed Time	Amount Due SUBGRANTEE and/or Seminole
Two yrs.	Three yrs.	Four yrs.	County 100%
Four yrs.	Six yrs.		
Siv ura	Mina		80%
	Wille yrs.	Twelve yrs.	· 60%
Eight yrs.	Twelve yrs.	Sixteen yrs.	40%
Ten yrs.	Fifteen vrs		
	The second second	Twency yrs.	20%
The state of the s	Period Elapsed Time Two yrs.	Period Period Elapsed Time Two yrs. Three yrs. Four yrs. Six yrs. Six yrs. Nine yrs. Eight yrs. Twelve yrs.	Period Period Period Elapsed Time Period Elapsed Time Four yrs. Four yrs. Six yrs. Eight yrs. Six yrs. Nine yrs. Twelve yrs. Eight yrs. Twelve yrs. Sixteen yrs.

- (c) OWNER shall not begin construction on the above described property until a Notice of Commencement is duly filed in the appropriate office of the Clerk of Circuit Court.
- (d) OWNER covenants that all improvements made upon the property shall be completed in accordance with the plans, specifications and any supplements thereto within the prescribed time for completion.
- (e) OWNER shall collect and provide to the SUBGRANTEE, lien waivers for all work performed and materials provided by subcontractors, suppliers, or their agent(s).
- (f) OWNER shall be responsible for providing notices and performing all acts required of the OWNER pursuant to Chapter 713, Florida Statutes. Should the SUBGRANTEE perform and act for the OWNER, the act shall be deemed as having been performed at the request of the OWNER. In no way shall the SUBGRANTEE be liable for acts performed at the request of the OWNER or for failure to perform such acts. All responsibility for compliance with Chapter 713, Fiorida Statutes, shall remain with the OWNER.
- (9) Unuda some curmish to the SUBGRAMPER, within twenty-four (24) hours (excluding weekends and logal holidays) following

Subgrantee & Owner Agreement (Intrehabbkragmts)

Page 4 of 7

receipt, any copy of notices filed, posted, or served by a lienor, as defined by Chapter 713, Florida Statutes, upon the OWNER.

- (h) If the OWNER defaults, or fails to perform in the manner described herein, the SUBGRANTEE may declare its rights under this Agreement terminated and proceed to take whatever action it, in the SUBGRANTEE's sole discretion, deems appropriate to effect completion of the property improvements.
- (i) OWNER shall, within three (3) days from receipt of a written notice from the SUBGRANTEE, record a Notice of Contest of Lien with respect to any lien filed on the property described herein by any and all lienors.

Section 3. Responsibility of SUBGRANTEE

- (a) SUBGRANTEE covenants that the OWNER shall not be obligated to repay to the SUBGRANTEE the grant or any interest thereon except as provided in Section 2, Paragraph (b) above.
- (b) SUBGRANTEE shall reserve the right to inspect at any time and reject all work performed and materials used in the construction/refurbishment of the property. No payments shall be made for work, materials, or services performed until full acceptance is made by the SUBGRANTEE and the COUNTY.
- (c) SUBGRANTEE shall verify that all materials and labor used in the refurbishment of the buildings complies with the contract documents, plans, specifications and any supplements thereto. First class new material and labor which complies with the specifications and is furnished according to the plans shall be accepted by the SUBGRANTEE.
- (d) SUBGRANTEE shall not disburse the grant if any of the following situations exist at time of disbursement:
- $r=r^{2}$. The construction is not in accordance w_{1} r_{2}

Subgrantee & Owner Agreement Íntrehabbkragmts)

Page 5 of 7

- (2) Outstanding claims of lien have been filed against the property and not fully satisfied by the OWNER.
- (3) Proper affidavits have not been executed and delivered to the SUBGRANTEE as required.
- (4) The CONTRACTOR fails to meet any predetermined time frame for requesting payment.
- (e) SUBGRANTEE reserves the right to withhold a retainage of ten percent (10%) of the grant to assure completion of all work by the OWNER, contractor(s), subcontractor(s), and/or materialmen. The retainage shall not be released until SUBGRANTEE receives all release of liens and any appropriate discharges as approved by the SUBGRANTEE.
- (f) SUBGRANTEE shall assure that refurbishment work complies with the plans, specifications and supplements mutually approved.
- (g) SUBGRANTEE and COUNTY shall assure that the rate of progress on the property ensures completion by the agreed upon completion date. SUBGRANTEE and COUNTY shall make the final determination as to claims or questions arising from the construction agreement. Any requests for adjustment of the construction agreement completion date shall be submitted in writing to the SUBGRANTEE and COUNTY who shall make the final decision as to any change in the date.

IN WITNESS THEREOF, the parties hereto have executed this Agreement for the purposes herein expressed on the date and year first above written.

WITHERESES Mullip 11- Man SIGNATURE SIGNATURE SIGNATURE	OWNER GOODS OWNER	<u> </u>
STATE OF Florida) COUNTY OF Seminole)	₹	
The foregoing instrument was day of Oxnon, 1990 who is personally known to me or as identification (ONI MARIE ROBERTS MAY CCAMMISSION & CC271151 EXP March 23, 1997 ATTEST ATTEST ACCEPTATION OF THE ORDER OF THE OTHER OTH	PIRES TONIMANIA ROCERT	

SEMINOLE COUNTY HOME PROGRAM

HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Applicant(s): DIXIE FLANAGIN

Property Address: 215 W. Fifth St. Sanford, FL 32771

This Agreement is entered into this 31st day of October, 1995 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street. Sanford, Florida, 32771 (hereinafter "COUNTY") and DIXIE Flannagin (hereinafter "OWNER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homeowners with rehabilitation assistance through its subrecipient organization hereby known as Cryot Sentord and hereinafter referred to as "SUBRECIPIENT" and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in an agreement between the OWNER and the previously identified SUBRECIPIENT which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide through the SUBRECIPIENT a Deferred Payment Loan in an amount up to \$17,950° at 0% until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

The OWNER acknowledges through the affixation of signature(s) below that the SUBRECIPIENT aforementioned must comply with applicable uniform administrative requirements as described in 92 CFR Part 505 and as further described in a separate agreement between the COUNTY and SUBRECIPIENT who in turn may be required to pass certain of these requirements on to the OWNER by separate agreement between the OWNER and the SUBRECIPIENT.

5. PROJECT REQUIREMENT

The COUNTY through the SUBRECIPIENT and the HOMEOWNER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F. as follows:

- (a) The MONECYNER(s) have certified that the property shall be his/healtheir principal residence and that, at the time of applicable and approval his/heartheir annual income does not exceed ⊠fifty percent (50%) or ⊞eighty percent (60%) as applicable of the median income for the area, as determined by HIID with adjustments for family size
- (b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median purchase price of the area. The COUNTY through its SUBRECIPIENT has

00

reviewed the household income and properly value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEOWNER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property after assistance shall meet Section 8 Housing Quality Standards (HQS), the local building Codes of the jurisdiction having authority and minimum rehabilitation specifications as defined in the COUNTY's Rehabilitation Manual. The COUNTY shall through the SUBRECIPIENT inspect the property to ensure minimum rehabilitation compliance.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H except that the COUNTY shall assume responsibility for the environmental review in 92,,352 and the intergovernmental review process in 92,359. Applicable regulations are noted below.

- ☐ Applicable ☑ Not Applicable (one unit) Equal opportunity and fair housing
- Displacement, relocation and acquisition
 - Not Applicable (activity funded is owner-occupied rehabilitation; therefore no displacement. relocation and acquisition occurred pursuant to Federal rules).
- Lead paint
 - Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- Conflict of Interest no conflict found d)
- Disbarment and suspension X Applicable All contracts and lower tier contracts shall include the certification in Appendix B of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction in any proposal submitted. SEMINOLE CO.
- Flood insurance n
- Executive Order 12372 not applicable.
- AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEOWNER Rehabilitation Program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS ...

The HOMEOWNER agrees that the funds shall only be used as needed for payment of eligible costs and the amount of each request will be limited to the amount needed at time of request. The HOME funds shall be disbursed by the COUNTY through the SUBRECIPIENT upon receipt of properly executed documentation by OWNER and SUBRECIPIENT.

The HOMEOWNER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other incal corres and requiations in conjunction with SUBRECTPIEST

Rehabilitation assistance funds shall not be disbursed orter to completion of work and acceptance of the same by the COUNTY through the SUBRECIPIENT.

REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY through the SUBRECIPIENT and the HOMEOWNER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Memorandum of Agreement and secured by an Agreement between the OWNER and SUBRECIPIENT for the property. Failure by the HOMEOWNER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action shall be taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) OWNER sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer or foreclosure); (2) the OWNER no longer occupies the unit as his principal residence; or (3) the OWNER dies, or if a married couple, the survivor dies, or for a period of \square five (5), \boxtimes ten (10), \square fifteen (15), \square twenty (20) or \square thirty (30) years, as applicable, depending on the amount of assistance provided.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEOWNER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

relationship involving the COUNTY.	eral partnership, joint venture or any as	
Mary Vue Manfaris	SEMINOLE COUNTY, FLORIDA	3028 SEMINOLE
WITNESSES) Hallin M-Ryan 10n Rollins	Date: 113 95	295
STATE OF Florida) COUNTY OF Seminole) The foregoing instrument was acknowledged to 1995, by Dixie Flancagin produced FLDL F452-170-53-914-0.	who is normable known a	mbec, r who has
More C. 1997 CONDO THE TROY AN MODERACE. HE	Town Mous Rolls Print Name Bot Marie Roll Votary Public in and for the County of Storementioned. My commission expires: 3,23,0	<u>Ab</u> Der ia and State

Prepared by:

CITY OF SANFORD Community Development Dept. P.O. BOX 1788 SANFORD, FL 32772-1788 Ketum to:

CITY OF SANFORD Community Development Dept. P.O. BOX 1788 5/22/95 This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated May 22, 2003, and recorded in Official Records Book 04840, Pages 0497 through and including 0499, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SIX THOUSAND NINE HUNDRED EIGHTY-ONE AND 50/100 DOLLARS (\$6,981.50) (the "Note"), dated May 22, 2003, and recorded in the Official Records Book 04840, Pages 0500 through and including 0501, Public Records of Seminole County, Florida, which encumbered the property located at 2447 S. Bay Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal description:

LOT 154 LESS THE SOUTH 10 FEET AND THE SOUTH 40 FEET OF LOT 152 SANFO PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 62 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 31-19-31-520-0000-1540

(the "Property,") were made by Kathy J. Capps (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has sold the Property within the five (5) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of SIX THOUSAND NINE HUNDRED EIGHTY-ONE AND 50/100 DOLLARS (\$6,981.50), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 14, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

hereby direct the Clerk of Cir	cuit Court to cancel the same of recor
IN WITNESS WHEREOF, Semi be executed this day of	nole County has caused these presents
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of Seminole County, Florida.	By: DARYL G. MCLAIN, Chairman Date:
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency.	As authorized for execution by the Board of County Commissioners at their, 20 regular meeting.
County Attorney AS/lpk	

satisfaction-capps

**** REAL ESTATE CLOSING ****

Buyer/Borrower: JURSS

Seller:

Lender: EQUIFIRST MORTGAGE CORP

525159

Property: 2447 SOUTH BAY AVENUE/SANFORD FL 32771 /

Settlement Date: June 25, 2004 Disbursement Date: July 14, 2004

Closer/Responsible Party: PAM

Check Amount: \$ 6,981.50

Pay To: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Payoff first mortgage



ESCROW ACCOUNT

355 S. RONALD REAGAN BLVD. • LONGWOOD, FL 32750 PHONE: 407-629-7070

Bank of America.

63-4/630

79548

NUMBER

4L04330

Payoff first mortgage

--Six Thousand Nine Hundred Eighty One and 50/100 -----

DATE

---- Dollars **AMOUNT**

July 14, 2004

\$ ****6,981.50

PAY TO THE

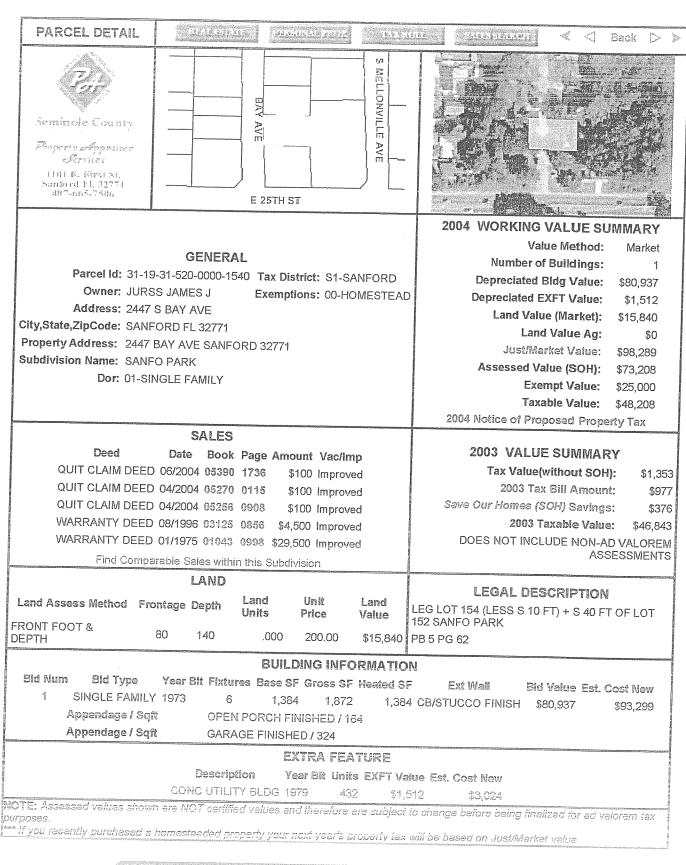
ORDER

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 E. 1ST STREET, SUITE 301

SANFORD, FL 32771

THE PROPERTY OF THE PROPERTY O

110 7 7 5 L B 110 13 0 C 3 0 0 0 0 L L L L L L G B 2 110



SHIP Rehabilitation Mortgage

THIS Mortgage entered into this _22nd_ day of May , 2003,
between Kathy J Capps, hereinafter referred to as "Owner," and Seminole County, a
political subdivision of the State of Florida 1101 E. First Street, Sanford, Florida 32771
hereinafter "County."
WITNESSETH:
WHEREAS, the County has SHIP funds available for certain qualified real property owners
for purposes of assisting said owners in the repair and rehabilitation of certain
improvements (their existing housing) found upon such owned real property; said real
property being located at 2447 S Bay Ave, Sanford, Florida 32771
And said property being legally described as;Lot 154 less the South 10 feet and
the South 40 feet of Lot 252 Sanfo Park, according to the plat thereof as recorded in
Plat Book 5, Page 62 of the Public Records of Seminole County
Florida
or described in
Exhibit A attached hereto and made part hereof.
WHEREAS, the Owner has made an application for a deferred payment loan, or benefit, for
the purpose of rehabilitation improvements on real property, and
WHEREAS, a deferred payment loan, or benefit is made and given by the County as
specified on the Note accompanying this Mortgage so long as the Owner does not sell,
convey, lease, or otherwise dispose of the rehabilitated improvements or the real property
upon which the improvements are located.
NOW THEREFORE, in consideration of the loan, defenred loan, or benefit, the Owner agree
as follows:
1. A lien is hereby established in favor of the County to provide security for the
amount, set forth in the Rehabilitation Promissory Note attached hereto and here fore made
a part which becomes payable by the Owner, or the owner's estate, personal

representatives, heirs or devisee.

- 2. The Owner shall abide by all the stipulations, agreements, conditions and covenants of this agreement, and shall duly pay all real property taxes, all home insurance premiums reasonably required, and keep the building(s) on the premises in good repair and preservation.
- 3. In the event that the Owner sells, conveys, leases or otherwise disposes of the rehabilitated improvements or the real property upon which the improvements are located, then the Owner agrees to repay, in lump sum, the amount due and owed to the County. In the case of death of the owner or demise of the family the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining balance that is due on the load becomes due and payable to the County.
- 4. The amount which shall be repaid to the County under the provisions of this Mortgage shall be the uniforgiven amount of the original Promissory Note, plus the amount of all applicable Modifications to that Note and this Mortgage, less payments made on the principal amount, if any.
- 5. Should the Owner fail to comply with the agreements, conditions, or obligations set forth in this Lien Agreement and Promissory Note, then the lien established by this Agreement may be foreclosed in the same manner as provided by law for the foreclosure of a Mortgage, and in addition, the agreements, conditions, and obligations hereof may be enforced by any other action, in law or equity at the option of the County.
- 6. All costs, including a reasonable attorned is fee, which may be incurred by the County for the collection of any amounts which may become due the County, hereunder, or which may be incurred by the County in the enforcement of the agreements, conditions and obligations set forth herein, whether suit is brought forth or not, shall be assessed against and be the obligation of the Owner.
- 7. The use, herein, of the word Owner, shall apply to the plural as well as the singular.
- 8. The Owner will indemnify and hold the County harmless together with all the County's employees and designated representatives, from any and all liability, claims, actions, suits or demands for injuries, death or property damage arising out of or in

connection with the repair and rehabilitation of	of the Owner's property due to the Owner's
negligence.	. , ,
Manie & Bankelph Signature of Witness - Manie & L. Randolph	Signature of Dwner
Mamies L. Randolph	Kathy J Capps
Print name	Print name
Signature of Wirneys -	Signature of Owner
	orginature of Owner
Print name	Print name
~ 0	1 Mart sactist
STATE OF FLORIDA () () COUNTY OF SEMINOLE	
1	
BEFORE ME personally appeared <u>Kathy</u> person described in and who executed the forego before me that <u>she</u> executed said instrument for	no instrument and administration as a
WITNESS my hand and official seal, this 2003	_22nd day of _May,
(S)	Mari & Carton
This Instrument prepared by and return to:	(Notary Signature)
Meals On Wheels, Etc., Inc.	Marci H. Carter NOTARY PUBLIC
1097 Sand Pond Road, Lake Mary FL. 32746)	State of Florida at Large
Atin: Marci H. Carter	My Commission expires 7-21-03
Seal	7
are to the second secon	S Conter
	2004 years to 100 100 100 100 100 100 100 100 100 10
يهم مود	(iles, Mis.21, 2003
	·(O)

SHIP Deferred Payment Promissory Note

MANNE. SEATTLY D. Capps Date: 5-22-03
AMOUNT \$ 6981.50
FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of Seminula Country
SILP Program 116] E First Street, Sanford, FL 32771 (herein called the "County") or its successors, the sum of
Six Thousand Wint Hundred Eighty One and 50/100 Dollars Payment of the principal amount of the Note in
deferred while the undersigned remains the legal owner and resides at the noted property. Transfer of Ownership or
loss of residence shall contribute default of the deferment and will cause this note to become due and payable in
accordance with the following chedule:

- Voluntary divestment or coverage during the first (1st) year from the date of execution of this Agreement. 100% of the principal amount of this Note must be repaid.
- Voluntary divestment or coverage during the second (2nd) year from the date of execution of this Agreement....80% of the principal amount of this Note must be repaid.
- 3. Voluntary divestment of coverage during the third (3rd) year from the date of execution of this Agreement....60% of the principal amount of this Note must be repaid.
- Voluntary divestment or coverage during the fourth (4th) year from the date of execution
 of this Agreement....40% of the principal amount of this Note must be repaid.
- 5. Voluntary divestment or coverage curing the fifth (5th) year from the date of execution of this Agreement....20% of the principal amount of this Note must be repaid.
- Voluntary divestment or coverage during the sixth (6th) year from the date of execution
 of this Agreement....0% of the principal amount of this Note must be repaid.

In the case of death of the owner or demise of the lamily the heirs or new owner may assume the un-forgiven balance and continue with the terms in the original loan if he/she is income qualified. If the heir or new owner is not income qualified the remaining un-forgiven, balance that is due on the loan becomes due and payable to the county.

Failure of the County to exercise such option shall not constitute a waiver of such default. The undersigned reserve(s) the right to repay at any type all or any part of the principal amount of this note prior to default of the deferment shall be applied to the principal due on this Note. Upon default, this Note will accrue interest at a rate not to exceed three percent (3%) per annum until the principal amount of this Note is paid.

NAME - KOEL I Com

If a suit is instituted by the County to recover this Note, the undersigned agree(s) to pay all costs of such collection, including reasonable attorney's fees and court costs.

THIS NOTE is secured by a Mortgage of even date duly filed for recording Seminole County, Florida. DEMOND, protest, and notice of demand and protest are hereby waived and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which overwise would apply to the debt evidenced by this Note. IN WITNESS WHEREOF, the said party) hereunto set his hand and seal this day and year first above wi ignature of Signature of Owner Ylamit Kathy J Capps Print Name Print Name Signature of Witness Signature of Owner Print Name Print Name STATE OF FLORIDA COUNTY OF SEMINOLE BEFORE ME personally appeared Kally France to me well known to be the person described in and who executed the foregoing instrument and acknowledged to and before me that SHE executed said instrument for the purposes therein expressed. WITNESS my hand and official seal, this 22nd day of May , 2003 This Instrument prepared by and return to: (Notary Signature) Marci Carter Meals On Wheels, Etc., Inc 1097 Sand Pond Road NOTARY PUBLIC Lake Mary, Florida 32746 State of Forida at Large My Commis expires 7-21-03 Seal Marci H Carter ★My Commission CC857032 Expires July 21, 2003

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 29, 1999, and recorded in Official Records Book 3075, Pages 1558 through and including 1562, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated July 29, 1999, and recorded in the Official Records Book 3705, Pages 1563 through and including 1565, Public Records of Seminole County, Florida, which encumbered the property located at 565 Lake Bingham Road, Lake Mary, Florida 32746, the legal description and parcel identification for which are as follows:

Legal description:

LOT 1, PINE ACRES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 47 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 16-20-30-508-0000-0010

(the "Property,") were made by Cajae Cox, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has sold the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant.

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about June 16, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

hereby direct the Clerk of Cir	CUIL COURT TO CAMEET THE SAME OF TECOTO
IN WITNESS WHEREOF, Semi be executed this day of	nole County has caused these presents, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04 satisfaction-cox	

MORTGAGEE TITLE SERVICES, INC. LAKE MARY ESCROW ACCOUNT 725 PRIMERA BOULEVARD, SUITE 110 LAKE MARY, FL 32746 (407) 804-1400

FIRST NATIONAL BANK OF CENTRAL FLORIDA

63-1215/631

12369

PAY

June 16, 2004

Three Thousand Five Hundred dollars & no cents

**\$3,500.00

ORDER Seminole County Assistance Program

File No. 04-017 FIDELITY 04-017 216 Washington Avenue

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MORTGAGEE TITLE SERVICES, INC.

12369

First National Bank of Central Florida - Accounting Period: June 2004 - Check Dated: June 16, 2004

- Reference: FIDELITY 04-017 216 Washington Avenue - Control:

Amount: 3,500.00 Payee: Seminole County Assistance Program Printer: HP LaserJet 4050 Series PCL 5e on Jun 16,2004 at 10:01 AM

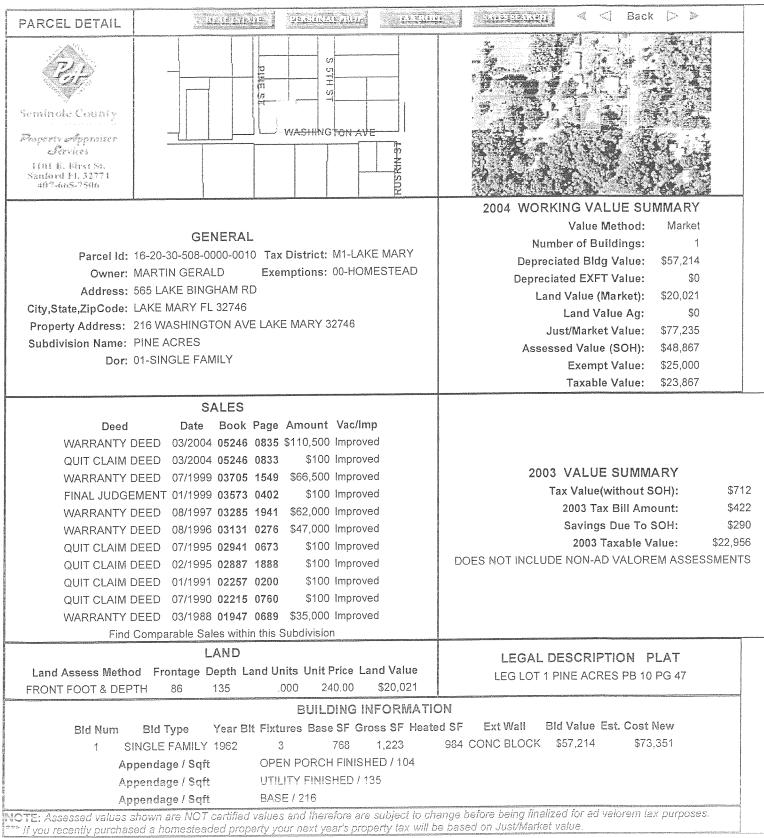
505 Payoff of Second Mortgage

3,500.00

3,500.00

TO REORDER CHECKS (800) 393-4460





Ch

RECORDED

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28

THIS SECOND MORTGAGE DEED is hereby made and entered into the 1999 by and between Cejae Cox, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee." A special section of the section of

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and compound appurtenances thereto belonging, and the rents, issues and profits thereof, unto the compound appurtenances. Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is Indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be to perfect the tee simple that to send land and will defend a required; that the Mortgagor hereby full warrants the title to said land and will defend the required; that the Mortgagor hereby full warrants the title to said land is the required; the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND BOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT 420.513(1) AND 199.185(1)(d), TO SECTIONS FLORIDA STATUTES

This instrument was prepared by: 49 AFTER RECORDING RETURN TO: S.H.I.P. HOMEDUYER ASSISTANCE PROGRAM - ATTN: CHERI WIGHT A590 S. HWYY 17-92 CACCEL SERBLY FI

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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Martgagor shall pay unto said Mortgagee certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgager shall perform, comply with and abide by each and every of the sagreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either, to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations. conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rerited or subleased.

2 of 5

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Should the land remain owner-decupled and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE CO ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100(\$3,500.00) to Mortgagee in full, less and available forgiveness as provided in the recapture provisions of the Federal regulations. in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequentiowners. purchasers of the Property. Any person, including his excessed of asserts of excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgages.

these presents the day and year first above	ortgagor has here unto signed and sealed written. Co
Print Name: STACEY W. SANDERS Print Name: 214265	Print Name:
Print Name:	Print Name:
Print Name:	Print Name:

		the contract of					en .	22
STATE OF FLORIDA		100	, ,			ores officer	ة ليها	
COUNTY OF SEMINO	LE		3.0			9		7
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WITNESS my hand and official seal in the County and State last aforesaid.

Notary Public Serial Number Commission Expires:



Ø 006

MAY-19-2004 00:34

P. 25/11

EXHIBIT "A" LEGAL DESCRIPTION SEMMOLE CO. FL

LOT 1, PINE ACRES, according to the plat thereof as recorded in Page 47, Public Records of Seminole County, Florida.

Seminole County Homeownership

Assistance Program

EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT:___

\$3,500.00

SEMNOLE CO. FL.

FOR VALUE RECEIVED, the undersigned (jointly and saverally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dolfars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following mariner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home end properly is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the fellowing conditions:

MAY-19-2004 00:35

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT .TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: S.M.I.P. HOMEBUYER ASSISTANCE PROGRAM - ATTN: CHERI WIGHT 4590 8, US HWY 1 CASSELBERRY, FL

- 1. The sale, transfer or refinancing of the subject home and real property, within Ch ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- 3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the Countý.

This Note is secured by a Morigage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

2 of 3

Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property. IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written TIM B. DOCKERY : Print Name: Cejae Cox PrintMame: STACEY M. SANDERS Print Name: Print Name: Print Namé: Print Name: Print Name: Print Name: STATE OF FLORIDA COUNTY OF SEMINOLE I HEREBY CERTIFY that on this 29th day of JULY before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take admovledgments, personally appeared. CETAE CON , who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known as identification and who did/ to me or have produced __DRIVER_LICENSE_ did not take an oath. WITNESS my hand and official seal in the County and Spate last aforesaid. Name: Notary Public Serial Number TIME DOCKER CL CENTER OF CL CENTS Commission Expires:



3 of 3

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 30, 1995, and recorded in Official Records Book 3002, Pages 1976 through and including 1980, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) (the "Note"), dated November 30, 1995, and recorded in the Official Records Book 3002, Pages 1981 through and including 1984, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated October 8, 1995 recorded in Official Records Book 3002, pages 1985 through and including 1987, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 917 W. 24th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

LOTS 9 AND 10, BLOCK 10, 3^{RD} SECTION OF DREAMWOLD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 70 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 36-19-30-524-1000-0090

(the "Property,") were made by Charles M. Hicks, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

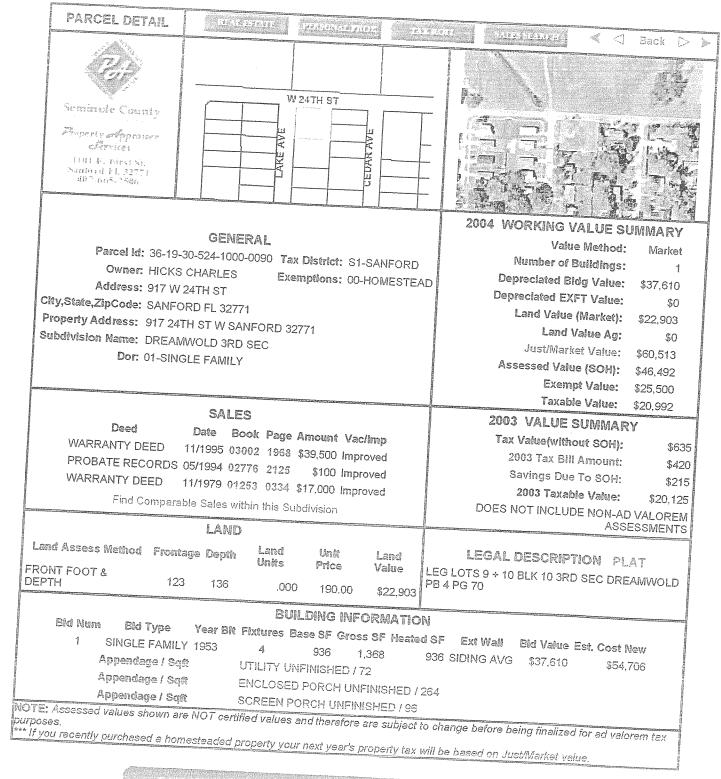
WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

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IN WITNESS WHEREOF, So be executed this day of	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	Ву:
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
Councy Accorney	
AS/lpk 10/7/04 satisfaction-hicks	



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OFFICIAL RECORDS

Sendade County Homeomorphy American Pright?



Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and enlared into the least of more deep of movember 189 by and between Charles M. Hicks and not metalinater referred to the "Mortgagor" and Seminote County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sentord, Florida 32771, hardinater referred to as the Mortgagoe."

(Whenever used herein the terms of "Mortgoger" and "Mortgoges" include all parties to this instrument, the helm, logal representatives and assigns of includuals and the successors and assigns of appreciations; and the term "note" include in all the notes herein described if more than one exists.)

WITHESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date harawith (\$ 7.500.00). hereinality described, the Mortgager hareby grants, bargains, sells, alians, premists, conveys and confirms unto the Mortgages all the certain land of which the Mortgager is now saized and in possession allusted in Seminole County, Florids, viz.

SEE EXHIBIT "A" ATTACHED, HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tensments, hereditements and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Montgages, in fee simple.

AND the Montgepor covenants with the Mortgegoe that the Mortgegor is indefensibly setzed of said land in fee almple; that the Mortgegor has good right and lawful authority to convey said land as storesaid; that the Mortgegor will make such further ensurances to perfect the fee almple title to said land in the Mortgegoe as may reasonably be required; that the Mortgegor hereby full warrants the lite to said land and will defend the same against the lawful defend of all persons whemevever, and that said land to the land clear of all encumbrances except:

A valid purchase money First Managage approved by Managagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURBUANT TO SECTIONS 420.513(1) AND 109.185(1)(8), FLORIDA STATUTES Prepared by:

This instrument was propared by: HABIC HAYGIT MARPY TATE AND GRAPARTY CORE. IND WEST MARTE STREET. SANTOND. PLONING 22771

Elains L. Barlow/B.H.I.P./HOM/G Cownpayment Assistance (Form a/s Greater Seminale County Chember at Communce 4000 Gesth Highwey 17-03 Cessolbern/17L 32707

Description: Gaminole, FL Document-Book Page 3002, 1976 Page: 1 of 9 Order, fammia Comment:

Sealures County Homosemorship Assistance Program



ANY DEFAULT in any mortgage rais, or lian of racord, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, eitell consiliute a 3 default under this instrument. The institution of a mortgage or lian foredosure 169810 proceeding shall be one basis subtriving the Mortgages to declare a default. In the event of foreclosure, the Mortgages racoves the right of first raises on the land, as described in Exhibit 10.

PROVIDED ALWAYS, that said Mongagor shall pay unio said Mongagoe cartain Second Mongago Not heroinater substantially copied or identified, towit:

<u>SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN</u>

AND the Morigagor shall perform, comply with and abide by each and every of the agreements, alipulations, conditions and covenants therein and of this Second Morigage, and if not, then this Morigage and the estate hereby created, shall cases, datamine and be null and void.

AND the Mortgagor haraby further covenants and agrees to pay promptly when due the principal and interest and other owns of money provided for in said note and Second Montgags, or eliher, to pay all and singular the toxes, easestments, toyles, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no weets. Impelment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expanses, including attornay's fees and little pearches, resectebly incurred or peld by the Morigagee because of the fallure of the Manager to promptly and fully comply with the agradments, supulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, subutations, conditions and covenants of said note and the Second Mendogs, or oilher. In the event the Mortgager falls to pay when due ony tox, essessment, insurance premium or other sum of monay payable by virtue of said note and this Second Montgage, or either, the Montgages may pay the same, without walving or effecting the option to forecions or any other right becounder, and all such payments shall beer interest from the date thereof at the highest lewful rate then allowed by the lows of State of Florida.

If each and every one of the agreements, allpulations, conditions and covertants of sold note and this Second Morigage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Morigage, or the solice beisnos topoid thereon, shall forthwith or thereafter, at the option of the Morigagee, become and be due and payable, anything in said rate or herein to the content not the content of the indicated by the Morigagee to exercise any of the rights or options have provided shall not consiltute a waiver of any rights or options under said note or this Second Morigage accrued or therefor econting.

Provided thei, as set forth in the Second Wongage Note attached herete as Emilbh °B° no phymenia shall be required on the Second Wongage as long as the land remains

Description: Seminale, PL Description: Book Page 3002 1916 Page: 2 of 9 Order: Ismaile Comment.

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No.	Section County There was the following Proposed State of Florida County of Seminole I Hereby Certify that on this 10th day of Hovember 19915 to take actions without sed in the State store and in the County store state in the State store and in the County store state in the State store and in the County store state in the State store and in the County store state in the State store and in the County store state in the State store and in the County store state in the State store and in the County store state in the State store state store state store state store state store state store store state store store state store stor
	HEREBY CERTIFY that on this 10th day of November 199 is before me, an officer duly authorized in the State aforeaetd and in the County steresetd to take actionswisedgments, personally appeared Charles H. Hicks and Ma and Ma that heights he executed the reregoing instrument and who is actionwisedge before me that heights he executed the same and are personally known to me or have produced A District License as identification and who did! Withese my hand and official seal in the County and State least aforeaetd.
A STANCE OF THE	Hame: Hank which will be the commission of the c
de la companya de la	2 CONTROL OF THE PARTY OF THE P
West of the second of the seco	Saminoic,FL Document-Book.Paga 3002,1976 Page: 4 of 9

温がないないないない。ここ・こ Seminals Courses Francisco Associance Programs 1002 STARRE OF THE 980 EXHIBIT "A" LEGAL DESCRIPTION LOTE 9 AND 10. SLOCK 10. SAD SECTION OF DEMANDLE, ACCORDED TO THE FLAT THEREOF AS RECORDED TO FLAT BOOK 4, PAGE 70, OF THE PUBLIC RECORDS OF SECTIONS COUNTY, PLOSIDA. Return to:
Robert F, Heenen - Planner/Program Monitor
Community Dev. Office/Comprohenelve Planning
Seminole County Government Barrices Bulking
1101 East First Street, Canlerd, FL 22777
Re: S.H.L.P./HOMG Bewapeyment Assistance Program Description: Seminale, FL Document-Book.Page 3002.1976 Page: 5 of 9 Order: tammin Comment:

Similarle County Therecomously Asilianus Program

ALL TANGES

EXHIBIT "B" SECOND NORTOAGE NOTE

AMOUNT:\$7.000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, it more than one promises to pay deminole County (The County), a political subdivision of the Sate of Florida, or order, the manner hard-nafter specified, the sum of Saventy Five landred and/100 (\$7.500.00 hard-nafter specified, the sum of The Sate in the County at Sate in the Sate in the

- A. If a delect of the First Mongage occurs, the Second Mongage Note shall be due and payable in full.
- B. No payment shall be required during the larm of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) or x thirty (30) years (as applicable) after the date of the association of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, issued, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
- C. If the property is sold, leased, transferred or refinenced prior to tive (5) beauty (20) is thirty (30) years effect the purchase, the full payment shall be due on sale, lease, benefor or refinencing isse any evaluation trighteness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default.

This Nois incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described properly.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

96

Description: Suminale,FL Document-Book,Page 3002,1976 Page: 6 of 9 Order, tammie Commant:

Prepared by: Elaine L. Berlow/B.M.I P MOME Downpoyment Assistance Cooks o/o Greater Cominging L. Huty Chember of Commerce

Series Courty Homes 190 Brown Hollanway 17422

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANCIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCIBE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

The instrument was prepared by:
HANK LETTHY
RAMPY TITLE AND QUARANTY CAMP.
TOP WOST PERST STHERT
FANFORD, FLONING 12771

The sale, transfer or refinencing of the subject home and real property, which
live (5), twenty (20) or thirty (30) years (as applicable) of execution of this Npts.
by maker or maker's successors.

2. Leasing or renting of the property within five (5), twenty (20) or thiny (30) yells and feecond Mongage.

- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable properly lauge on subject properly and improvements.
- 6. Failure to maintain adequate hexard insurance on subject property and improvements.
- Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- Fallure to comply with the terms and conditions of the First Mortgage excuring the property.

CONSEQUENCE OF DEFAULT

The occumence of a default as set forth hereinabove shall cause an acceleration of the remaining unpeid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpeid belonce shall be due in this immediately, less any available torgiveness as provided in the recepture provisions of the Federal regulations in effect at the time of default.

MIRCELLANGOLIE PROVISIONS

This Second Mongage shall be subordinate to a First Mongage as approved by the County.

This Nois is secured by a Wortgage on real estate, or even date herewith, made by the maker in layer of the said holder, and shall be construed and enforced according to the laws of the State of Fichida. The terms of said Mangage are by this reference made a part hereof.

39

Description: Saminola, PL. Document-Book. Page 3002, 1876 Page: 7 of 3-Orden termine Comment

P10/600 H

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5	Each person liests hereon wherear maker or automor, hereby values personnent.	**************************************
	protest, notice of protest and notice of distance and appear to pay all costs, including	
	reservable silemeys feet, whether suit be brught or not. It, after morely of the blood or defined forwarder, or under maid bloodness and defined the morely of the blood	
	or defeat hermander, or under each Mortgage, coursed shall be employed to defeat this hote or to protect the security of said Mortgage.	
	and the state of t	spice, adminis of statemen.
	With the used harely the term "notes", "maker" or "payer" should be consided in the singular or plural as the content may require or admit.	**************************************
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	Community Dev. Office/Community Planting Commission Explant 3/2/19 Geminote County Government Barkone Building	
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Sociale Conty Thereasonship Assistante Program



SEINNIE CO. FL.

EXHIBIT-Y.

LEGAL DESCRIPTION

LOTE 9 AND 10. MLCCI 10, 300 SECTION OF BELLEVILD, ALCOHOLD IN FILM DOTE 4, FACE 70, OF THE PUBLIC MECORDS OF SOMEONE COUNTY, FLORIDA.

Return for
Robert F. Yessen - Plemen Program Monitor
Community Dav. Office/Comprehensive Planning
Seminale County Government Savices Building
1101 East First States, Seminal, FL 33771
Rec S.F.L.P.J.HOME Downpayment Abbitions Fragasia

55

Description: Saminole,FL Document-Book. Page 3002. 1979 Page: 9 or 9 Order: tammie Communi:

P. 011/014

PREFAMED BY: Eleina L. Barlow.SHIP Funds Coord. C/O Greater Seminole County Chember of Commerce 4520 S. 4104 17-22

OFFICIAL RECORDS

Caccalberry. FL 32707

Applicantol:

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HANYANE HIRSE LEAK DE CIRCUIT COUTH

780885

Charles Hicks

SEMMOLE CO. FL

Propony Address 917 24th

917 24th Street, West, Sanford, FL 32771

This Agreement is entered into this 17th day or Octuber 1995 by and between Seminole County, a political subdivision of the distorm Florida, whose socress is 1101 East First Cheed, Cantoni, Florida, 12771 (neceinance "COUNTY") and Charles Hicks Chardinator "KOMESCUTER").

WITHEOUTHE

1. UGE OF HOME FUNDE

WHITELE, the COUNTY has received HONIE ands appropriated by the Neilensi Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Uman Devalopment (Neinstanter 1970), to be expended in accordance with HOME investment Puthership Acts (42 U.S.C. 1271) at 2003, as amended by the Mouting and Community Devalopment Act of 1984 and the Multiamity Property Disposition Referent Act of 1994 and

WHEREAS, the COUNTY has agreed to use HCME funds to exist qualified hemobuyers with desapperment. Cooling costs, end/or interest rate buyeless additions through the authority end most the requirements as set forth in 21 CFR Part S2 as emerged or walved by HAD.

"Chamber of Comparte

2. AFFORDABILITY

The property which is the explose of this Agreement chair comain effortable in examinous with CCLINTY guidelines for a term as specified in a second morphys that and dead which shall be in effect until the first of the following events occur: (1) hornever sets, presers or displace of the contest will be in closer to including but ant limited to, sale, transfer, bestruptly or foreclosure); (2) the borrower no income occupies the unit as his principal residence; or (3) the borrower dies, or if a mental couple, the curvivor dies.

A. HEFAYMENTS

The COUNTY shell provide a Deferred Payment Loon in an amount up to \$7.500.00 se 6% until the fact of the following events occurs: (1) bortower sells, transfers or disposes of the capital until (by, including but not limited in, asio, transfer, bankruphy or functionum); (2) the borrower no kinger accupies the unit as his principal residence; or (3) the burrower dies, or if a married caupie, the surviver

A UNIFORM ADMINISTRATIVE REQUIREMENTS

Analysis on the HOMEBUYER is not a supression or size only

S. PROJECT REQUIREMENT

The COUNTY and the MOVEDLYGE agree to comply with HCME regulations as set both in 20 CFR. Part 62 Subpart F. as follows:

- (d) The HOMESLYCEAR have conflict that the property shell be highermally principal residence and that, at the time of application and experivel, his resident cancel income does not account alphy parcing (APS) of the median lacome for the eria, as determined by HUD, with columnate for family almost
- (b) The property is located within the geographical errors of Berninals County, Morida and has an anar matchilization or construction approach value agent to or less than althoughou paramit (0%%) (20% when used with 64th funds) of the median sales price of the area. The COUNTY through, <u>Officially</u> has reviewed the houseand mouths and property value requirements in accordance with the MOME Program requirements and determined the project ellegies for tunding.

 *Southooks County thember of Countries

60

Description: Seminolo,FL Document-Beck Page 3002 1985 Page: 1 of 3 Order, tammia Commant: The Homedyter shall maintain the property. Indicating payment of property uses and homeowers insurance, during the term of effectability.

Housing and citality standards
The property of the line of initial economics by the Housest style and provide a Months.

The property of the line of initial ecouparty by the HCKEDUYER and most decline a Mousing Quality Exercises (1905) and the local building cades and regulations of the COUNTY two baseded the property and the defermined the project alignes for funding.

7. OTHER PROGRAM REQUIREMENTS

The Hometweet shall comply with all applicable Foderal laws and regulations as described in HUD quitalines at 26 CFR Part & Subpen H. The requisitions are provided batch. Applicable regulations are so noted.

c) Displacement, relocation and constallen

D Not Applicable (extivity funded is downpayment, closing cost or interest rate purydown assistance on a newly constructed unit therefore no displacement, relocation and acquisition operated pursuant to Federal rules).

Applicable (Activity is description), closing one or interest not beneficial acutisance for the partitude of an aciding unit. Appropriate review have been leaved. Confliction has been provided branched enturing that properly were not occupied by a lanum and that the owner has been valuatedly displaced by choice.

a) Lord paint

Applicable (Mome bulk inter is 1678. Lead-being beim nudus has been provided and unit evaluated for lead-based point additional)

SHIRDS

TH 201

Had Applicable (Upit bull during erafter 1878.)

a) Conflict of Interest - no conflict Interest

f) Diabetment and suspension - not applicable

on Flood insurance

10 Executive Order 12373 - not applicable.

8. APPROVATIVE MARKSTING

NOT explosed out to the nature of the ectual (NOMEDLYCE protect).

4. CONDITIONS FOR RELIGIOUS GROANIZATION

Had coolicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTO FOR DISEURSEMENT OF FUNDS

The HOLLEDLYER agrees that the leads that only be used to except a contain lean to been the barrows? mustify housing most (Pincipal, Informal, Tomas and insurance (Pilli)) and to pay charing uses and past of the counterparts emount. If necessary. The HOLLE tends when he disburded by the COLATY at the time of lean seasing.

Elecula rehabilisation be included in the MOUSE analysines, the MONEULYCA agrees that any work perfectled by a contractor is accordance with this Augmented build be performed papering to a written contract in the form required by the COLINTY. Further, the tent of hispecial by the COLINTY for comparison with COLINTY insuling with other local codes and regulations.

Constraint equations that each and be disturbed prior to completion of work and acceptance of the same by the COUNTY.

1. PEVERNION OF ASSETS

Not applicable as the homeowner to not a cohordifical.

1. RECORDS AND ALPORTS

61

Description: Seminola,FL Document-Book Page 3002,1985 Page: 2 of 3 Circles: temmie Commonis

The COUNTY and HOMERUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Pan B2 and Florida Cialides for a period of three (0) years from the end of the allocationy term. Enforcement of the adreement The loan shall be evidenced by a Promiserry Note and escured by a Mongage on the property. Falure by the HOMEBUTER to comply with the terms of this agreement and the loan documents whell be considered a default and appropriate total action taken. DURATION OF THE ADREEMENT This Agreement shell be in eiter will the first of the following events accura; (1) becomes sets. thiny (30) years, as applicable. OTHER PROVISIONS Without party horses that distriminate against any parson or group of persons on account of race, weak, cread, color or rational origin in the partormance of this Agreement. Nothing contained in this Agraement, or any so of the COUNTY or the Montestyffs shall be desired or captured by any of the parties becaus, or third parame to create any intellegable of third party boneficiary, principal of agent, thirded or general participally, joint venture or any exceptation or relationship involving the COUNTY. 2000 SEMMOLE CO. FL. RABUN, COURTY Manson Dolat, HOMEBUYER STATE OF the furgoing instrument was schooling to be been gologeral and MACIONA 10 PM , by A Arche ead one to the of awant yllensang at othe, sa identification. PERFEAULTACES PERFEAULTACES Netary Public in and for the County and State Aforementioned. AFTER RECORDING, RETURN TO: Robert F. Haegen, Progress Münltor My commission expires: _ c/o Seminale County Government Services 1101 Hast First Scroet Senord, FL 22771 Elds. WELL PR 62

Description: Seminole.FL Document-Book.Page 3002.1985 Page: 3 of 3 Order: temmic Comment:

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, FI 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 18, 1996, and recorded in Official Records Book 3162, Pages 1423 through and including 1427, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND THREE HUNDRED NINETY-THREE AND 98/100 DOLLARS (\$3,393.98) (the "Note"), dated November 18, 1996, and recorded in the Official Records Book 3162, Pages 1428 through and including 1431, Public Records of Seminole County, Florida, which encumbered the property located at 2926 Knudsen Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

Legal Description:

NORTH HALF OF LOT 12 (LESS SOUTH 11.5 FEET FOR RIGHT-OF-WAY) LORDLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 89 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 06-20-31-506-0000-0120

(the "Property,") were made by Erma Jackson, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note

thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

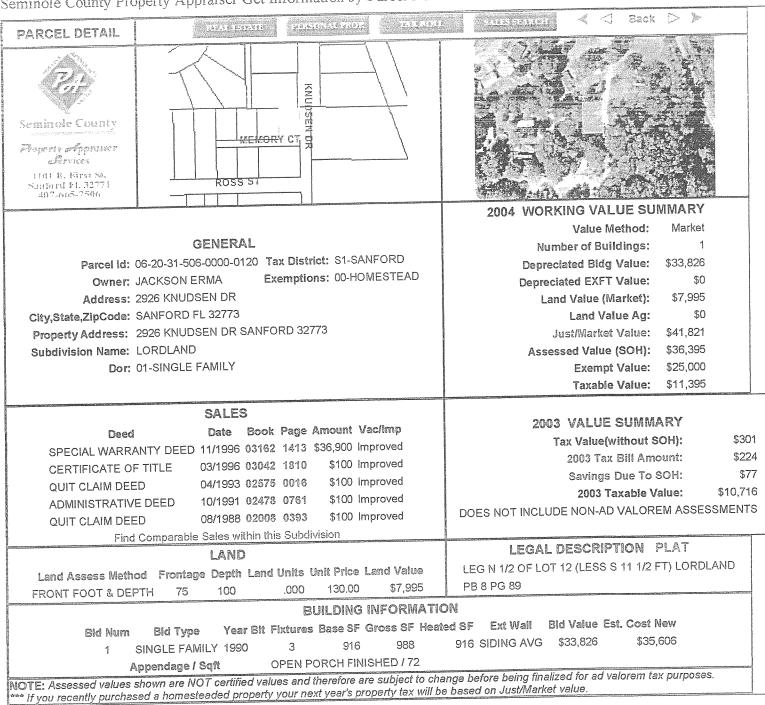
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, See be executed this day of	eminole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney AS/lpk	

satisfaction - jackson



BACE PROPERTY APPRAISER CONTACT
HOME PAGE

96 HOY 25 PH 2: 34



Seminale Journey Homeomership Arelitance Program

Second Mortgage Deed

ZNIS SECOND MORTGAGE DEED is hereby made and entered into the)	
102 day of November 1996 by and between Erma Jackson, a sir	gle	
hereinafter referred to the "Mortgagor and Seminole"	HET SU	M
County a political subdivision of the State of Florida, whose address is 1101 East Firs		
Street, panford, Florida 32771, hereinafter referred to as the "Mortgagee."		
Whenever used herein the terms of "Mortgagor" and "Mortgagee"	(4)	
Val(1) 1 11 - 11 - 11 - 12 - 12 - 12 - 12 -		Ç
and assigns of individuals and the successors and assigns of	9	Š
corporations; and the term "note" include in all the notes herein	N	
end assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)		
WITNESSETH, that for good and valuable consideration, and also &	e-	
and antion of the Aggregate sum named in the Serond Mortgage Note of even date	NEC.	
hereinafter described. The Miongagor nereby grants,		. ,
bargains, sells, allena, premises, conveys and confirms unto the Mortgagee all the		
certain land of which the Mortgagor is now seized and in possession situated in		
Seminole County, Florida, viz.:		
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN		
TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments		
and appurtenances thereto belonging, and the rents, issues and profits thereof, unto		
the Mortgagee, in fee simple.		
AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly		
seized of said land in fee simple; that the Mortgagor has good right and lawful authority		
to convey said land as aforesaid that MedWOTGAGOT WILL Make Such further dasurances		
to partner the fee simple title to said land in the Mortgagee as may reasonably be		
required that the Mortgagor hereby full waitants the title to said land and will delete		
the same against the lawful claims of all persons whomsoever, and that said land is		
free land clear of all encumbrances except		
A valid purchase money First Mortgage approved by Mortgagee.		
A valid parchase motion, his mortal as a last a las		
THIS MORTGAGE IS GIVEN TO SEMINOLE This instrument was prepared by		
COUNTY AND IS EXEMPT FROM PAYMENT and Return 10:	A	
OF INTANGIBLE PERSONAL PROPERTY (E)aine L. Barlow, SHIP Program		
TAX AND DOCUMENTARY STAMP EXCISE Seminale County Chamber of Comm A590) South Highway 17-92	erce	
11/1/ 014 500001410141014101410141		
2EC110149 450.315(1) 100.100(1)/4/1		
FLORIDA STATUTES		

C SIGNATURE INTERNAL

3/12/96

Seminole County Homeownowsky Assistance Program



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEEEXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, (or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promotly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mongagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said rote and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or the earlier at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any tights or options under said note or this Second Mortgage accrued or thereafter accruing

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold leased, rented or subleased.

3/12/96



Second Mortgage shall be forgiven in full ar Seminole County, Florida. Should this afore shall be declared, and the entire amount shall be declared, and the entire amount shall be the SALE LEASE TRANSFER OR	pars, twenty (20) years or onjunction with FHA financing), then this and a release filed in the public records of mentioned provision be violated, a default all be immediately due and payable. THE AGE SHALL BE DUE ON SALE, LEASE, REFINANCING OCCURS LESS THAN NTY (20) YEARS OR X THIRTY INSTRUMENT. Mortgagor shall repay the dollars (\$3,393.98) to Mortgagee in wided in the recapture provisions of the	
this land, subject to the notification and appro-	valid purchase money First Mortgage on $\frac{\omega}{2}$ val of Mortgagee.	OFFIC
IN WITNESS WHEREOF, the said Mor these presents the day and year first above w	tgagor has hereunto signed and seared ritten. Elma Jackson	HAL RECOR
Print Name: MARK WRIGHT SUSIC SWITH	Print Name: Erma Jackson CA 2926 KNUDSON DRIVE SANFORD, FLORIDA 32773	3
Print Name: SUSIE SMITH	Print Name:	
Print Name:		
Print Name:		
$(CF) \\ (CF) \\ $		

Seminole Country Thomsomership Airlitance Frances



STATE OF FLORIDA COUNTY OF SEMINOLE

before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ERMA JACKSON and N/A, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/did nat take an oath.

WITHES my hand and official seal in the County and State last aforesaid.

Name: MARK WRIGHT

Notary Public Serial Number

Commission Expires: Oxage COMMISSION NO: CC 439144 MARK WINGHT MY COMMISSION & COURT 44 EXPRES

March 2, 1980 27 9 9 March Trau Trav Har Belinsect, E.

SEMINOLE CO. FL

KAMPE TITLE & GUARARTY COTE P.O. BOX 1359, 200 W FIRST DIRECT SAMPORD, FIRETON \$2771

IC PRESENTATION

and life lated transporter

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um templeks



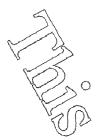


EXHIBIT "A"

LEGAL DESCRIPTION

WORTH HALF OF LOT 12, (LESS SOUTH 11.5 FEET FOR RIGHT-OF-WAY) LORDLAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 89, OR THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

SEMINDLE CO. FL

(C.FNMANUALWHTRO)

Address of the second

3/12/96



EXHIBIT "B" SECOND MORTGAGE NOTE

AMOUNT: \$3,393.98 . (G())P\V
promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Hundred Ninety Three 598/KD(\$ 3,393.98). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771 , or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage, securing same shall be for a period of twenty (20) or thirty (383 years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:
A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full
B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note. C. If the property is sold, leased transferred or refinanced prior to ten(10)
date ou me following described brokens.
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
DEFAULT
The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

(C.FREFAREUALTRETTED)



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), PLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

The sale, transfer or refinancing of the subject home and real property, within ten (40), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage.

3. The destruction or abandonment of the home on the subject property by maken or maker's successors.

4. Failure to pay applicable property taxes on subject property and improvements.

5. Failure to maintain adequate hazard insurance on subject property and improvements.

Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth bereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced berein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

BOOK RECORDS



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note of to protect the security of said Mortgage. Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit. In the event of foreclosure, County reserves the right of first refusal on the property. IN WINESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written. Print Name Print Name: KNUDSON DRIVE RD. FLORIDA 32 Print Name: Print Name: <u>susie swith</u> Print Name: Print Name: STATE OF FLORIDA **COUNTY OF SEMINOLE** I HEREBY CERTIFY that on this 1860 day of NOVEMBER before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ERMA JACKSON who executed the foregoing instrument and who N/A acknowledge before me that he/she/they executed the same and are personally known to me or have produced A DRIVERS LICENSE as identification and who did/ did not take an oath. WITNESS my hand and official seal in the County and State lest afdresaid.

Name: MARK WRIGHT Notary Public Serial Number Got 29144

P.O. BOX 1838 2 W VIII STOTREE Commission Expires
SANFORD, FLORIDA S2771

MADEL WINDST

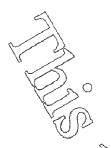
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EXHIBIT "A"

LEGAL DESCRIPTION

MORTH HATE DE LOT 12, (LESS SOUTH 11.5 FEET FOR RIGHT-OF-WAY) LORDLAND SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 89, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

3162 143

3- ...

(C PRESAPEAL SETRG)

211919

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 3, 1997, and recorded in Official Records Book 3257, Pages 1958 through and including 1962, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIFTY AND NO/100 DOLLARS (\$3,050.00) (the "Note"), dated June 4, 1997, and recorded in Official Records Book 3257, Pages 1963 through and including 1965, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 4, 1997, recorded in Official Records Book 3276, Pages 0275 through and including 0277, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 370 E. 4th Street, Oviedo, Florida 32766, the legal description and parcel identification for which are as follows:

LOT 11, BLOCK 36, TOWNSITE OF NORTH CHULUOTA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGES 54 THROUGH 58, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 21-21-32-5CF-3600-0010

(the "Property,") were made by Benjamin P. Willis, a single man, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

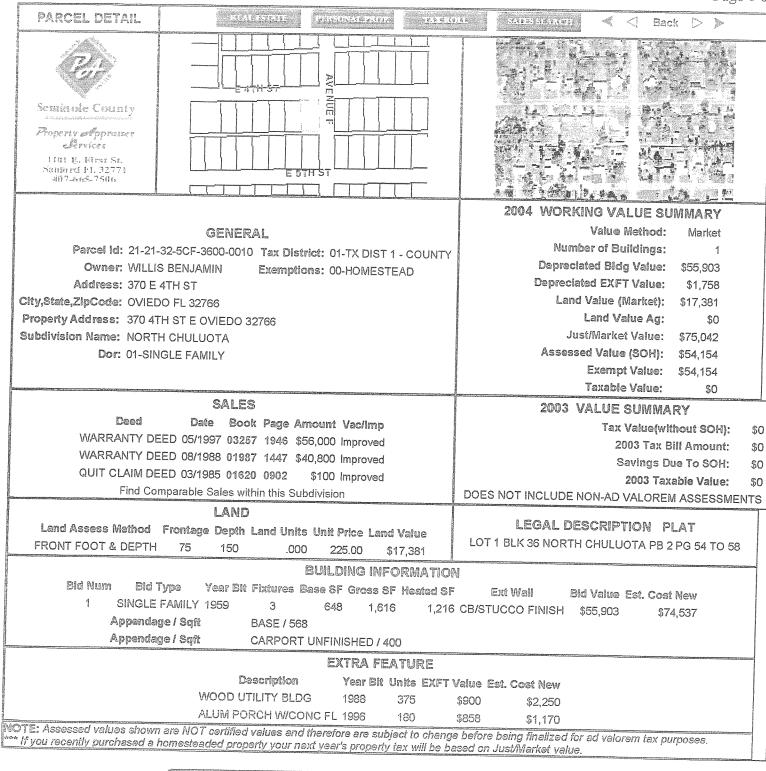
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

banc of feedla.	
IN WITNESS WHEREOF, Sen be executed this day of _	ninole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of County Commissioners of	DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04	

satisfaction-willis

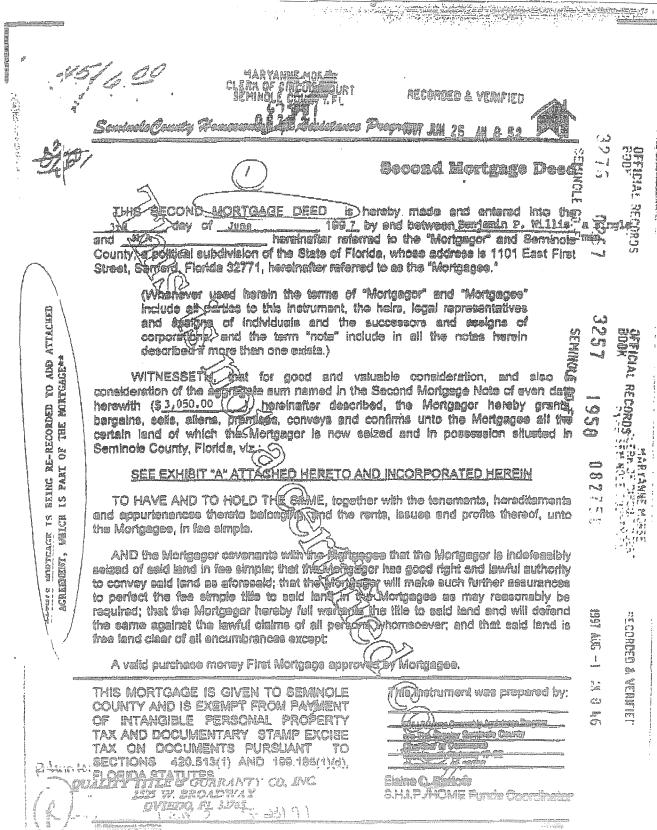


BACK FRÖPERTY APPRAISER CONTACT

HOMEPAGE

CONTACT

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	LOT 1, BLOCK 28, TORNISTE OF HORTH AS RECORDED IN SLAT SOCK 2, PAGE COUNTY, FLORIDA	1 Chuluota, according to ' 18 54-68, of the fuelic reco	me plat thereof ands of seminole w & 2 FT
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		\$	play Communication Statem F-72-5005



OFFICIAL RECORDS FIGURE RECORDS PARE 1 1 0 5 6



SETTIMULE BUILFL BENGAUES BULFE

ANY DEFAULT in any mortgage note, or lian of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or ten foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the described in Ethibit "A."

PROVIDED CALWAYS, that eald Montgagor shall pay unto eald Montgagos the certain Second Montgago Not hereinafter substantialty copied or identified, to-wit:

SEE CHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Montgager shall perform, comply with and abide by each and every of the agreements, statistics, conditions and covenants therein and of this Second Montgage, and if not, then this Montgage and the estate hereby created, shall cease, determine and be null-gag void.

AND the Mortgagorthesety further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impetitient or deterioration of said land or the improvement thereon at any time; to pay all posts, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgages because of the failure of the Mortgager to premptly and taily comply with the agreements, atpulations, conditions and covenants of said note land that land the Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, etipulations, conditions and covenants of said note and the Beaped Mortgage, or either. In the event the Mortgager falls to pay when due any tax appearment, insurance premium or other sum of mortey payable by virtue of said note that this Second Mortgage, or either, the Mortgages may pay the same, without waying or effecting the option to forecious or any other right herounder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Fiorids.

if each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, compiled with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire believes unpuld thereon, shall forthwith or thereafter at the option of the Mertgages, become and be due and payable, anything in said proper family to the contrary notwithstanding. Fallure by the Mortgages to exercise and of the rights or options herein provided shall not constitute a waiver of any rights problems under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mongage Note staged hereto as Exhibit to payments shall be required on the Second Mongage as long as the land remains occupied by the Mongagor, and said land is not sold, lesson to missing or subjected.

3

FE FERSON MARKET

Sandweld Generally House Programs



Should the land remain owner-occupied and not be remain, leased or sublessed for (check applicable)

X ten (10) years, twenty (20) years or thirty (30) years of thirty (30) years (if used in conjunction with FHA financing), then this second Montgage shall be forgiven in full and a release filed in the public records of Seminate County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the critics amount shall be immediately due and payable. THE FULL ANOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE. LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN X TENTIO YEARS. TWENTY (20) YEARS OR THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of The Chouse and Fifty and/00 dollars (\$3,050.00) to Mortgages in full, less any symbols forgiveness as provided in the recapture provisions of the Federal regulations in Miles the time of default.

This Montgage shall be subordinate to a valid purchase money First Montgage on this land, subject to the notification and approval of Montgages.

IN WITNESS WHEREOF the said Mortgagor has herounto signed and scaled these presents the day and year first above written.

	Bergons with		
Print Name: Tisa Zclcogots-	Print Name: Benjamin P. Willis 3 10 Yourdh Still 1	*	
tion will (a)	Chulusta fi 337166		
Print Name: Tina Word (P)	Print Name:	×	
Print Name:	SEPRING	3251	OFFICIAL BOOK
Print Name:		1980	BOOK RECORDS
	STANDERS	1. S.	
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ACTION AND ACTION AND ACTION AND ACTION AND ACTION AND ACTION ASSESSMENT AND ACTION ASSESSMENT AND ACTION ASSESSMENT ASSE	111		

Salas

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Serverisformer Temesmenskip Assistance Program



STATE OF FLORIDA COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this before me an officer duly authorized in the State algresald and in the County algresald to take advicements, personally appeared 1211 1000 1110 , who executed the foregoing instrument and who acknowledge before me that he should be executed the same and are personally known to me of baye produced DAMAL LICENAL as identification and who did.

WITNESS myshead and official seal in the County and State last afcresald.

Notary Public Serial Number. Commission Expires:



semmole co. Fl

CPREPARE INTER

4

Service General Assessment of Additions Program



EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1. Block 35. TOWNSITE OF NORTH CHULUOTA, according to the plat thereof as recorded in Plat book 2. Pages 54 through 58, Public Records of Seminate County, Florids.

SEMIMOLE CO. FL

3.1. 121

(C 790090090,01170);

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11/18/50

Servinda County Francisco Substance Program



exhibit "è" Second Mortgage Note	
AMOUNT: #3,050.00	¥
proteined to pay Seminole County (The County), a political subdivision of the States of America to the Sum payable in lawful money of the United States of America to the County 101 East First State. Senford, Florida 32771 or at such a place as hereafter to openinated by written notice from the holder to the maker hereof. Note and Morroage securing same shall be for a period of twenty (20) or thirty this Note and accompanying Mortgage. Repayment of this Note shall take place in following manners.	This (30)
A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be	
B. No payment shall be equired during the term of this Note, and this debt shall permanently forgiver (check one) X ten (10), twenty (20) thirty (30) years (as applicable) after the date of the execution of Note provided no condition of default has occurred. This provision shall end that the subject home and property is not sold, leased, transferred or refinance and remains owner-occupied for a period of at least ten (10), twenty (20) or the (30) years (as applicable) after execution of this Note.	this ture, ced
C. If the property is sold, leased, transferred or refinenced prior to	10) full ble in
This Note incorporates, and is incorporated the Second Mortgage Deed of evidete on the following described property.	en
SEE EXMIDIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN	
DEFAULT	
The maker of this Note or its successors shall be in detail from occurrence of one or more of the following conditions:	
	energy .

Sandmole County Homesomerchite Assistance Program



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.195(1)(d), FLORNA STATUTES

This instrument was prepared by:

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) thenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker or maker's successors.

2. Leasing of feeting of the property within ten (10), twenty (20) or thirty (30) years of the dail of meculiar of the Note and Second Mortgage.

3. The destruction by abandonment of the home on the subject property by maker? or maker's supposition.

4. Failure to pay applicable property taxes on subject property and improvements.

6. Failure to maintait adequate hazard insurance on subject property and improvements.

6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.

7. Failure to comply with the learning and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth introduced about a necessarily of the remaining unpaid principal belance evidences before and accurred by an accompanying Second Mortgage of even date, and the entire remaining unpaid belance shall be due in full immediately, loss any available torgivenest an evided in the recepture provisions of the Federal regulations in effect at the time of delicals.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Margage as approved by the County.

This Note is secured by a Mongage on real actate, or even distrib herewith, made by the maker in favor of the said holder, and shall be construed and emproved according to the laws of the State of Florida. The terms of said Montgage and by this reference made a part hereof.

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SomeoloGeorg Homeomersky Andelses Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including researchable attorney's fees, whether suit be brought or not, if, after maturity of this Note at splating hereunder, or under seld Mongage, counsel shall be employed to collect this Nate or to protect the security of seld Mongage.

Wherever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property

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IN WITNESS WHEREOF, the s these presents sign bay and year first	iaid Mongagor has hereunto sig above written, ,	ghed and se	aled :	
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Tan: lina (9)				•
Print Name:				945
	,		STATE OF THE PARTY	
Frint Name:	<u></u>			22
STATE OF FLORIDA COUNTY OF SEMINOLE				
I HEREBY CERTIFY that on this before me, an officer duly authorized in	Alexander and the second and the sec			
to take acknowledgments, personally and waterday before me that hatchedge	abbeates Brown in F. Tr.	טנאט aforesa <u>د الران</u> >	iid ~~	
acknowledge before me that he/she/the to me or have produced		reonally kneu	yn	
WITNESS my hand and official seal (in the County and State last store	said.		
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	Name	The second secon	nerous.	
	Noting Public - Constitution			
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SEMINOLE COUNTY HOME PROGRAM HOMEBUYER PRODRAM ASSISTANCE AGREEMENT

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Applicani(9):

Bonismin P. Willis, a single man

370 Fourth Street, S.

Property Address:

Chiluota, FL 32776

This Agreement is entered into this day of __ . 19__ Sampang County, a political established of the State of Florida, whose address is 1101 Bast First Street, ingenta) Florida, 32771 (Accelerator "COUNTY") and Benjemin P. Willis, A single man

featht "HOMEBUYER"). 0

WITNESSETH!

EGRHOME PUNDS E.

CAMBREAS, the COUNTY has received HCMB funds appropriated by the National Affordable Housing Act of 1990) as emended, divough the U.S. Department of Housing and Urban Development (hereinafter JUD"), to be expended in eccondance with HOME investment Partnership Acts (42 U.S.C. 12701 et acq) as amended by the Housing and Community Development Act of 1992 and the Muhifamily Property Disposition Reform Act of 1994; and

WHEREAS, JOSCOUNTY has agreed to use HOME facilis to soole: qualified homebuyers with downpayment, closing odnis, and/or interest rate buy-down assistance through its subrecipients organization hereby theses as Greater Seminals County Counter of Commerce and make requirements as set took in 22 CFR Part 92 as amended or waived by MUD.

APFORDABILITY

The property which highs subject of this Agreement shall remain affordable in eccordance with COUNTY guidelines for a term agreecified in a second mortgage note and deed which shall be in effect until the first of the following (greek) becurs: (1) borrower sells, transfers or disposes of the senisted unit (by, including but not limited by tale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence: or (3) the borrower dies, or if a married couple, the survivor

3. REPAYMENTS

The COUNTY shall provide a Dericked Volgment Loon in an emercia up to \$3,050.00 the firm of the following events occurs: (1) because sells, transfers or disposes of the assisted unit (by, brouding but not limited to, calo, transfer, beginning, or foresignate); (2) the bottower no longer occupies the unit or his calculated configuration (1) de forest transfer); (2) the bottower no longer occupies the unit as his principal residence; or (3) the foreigns alter, or if a married couple, the survivor dies.

4. Uniform administrative requirements

Not applicable as the HOMEBUAER is not a periodical or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the MOMEBUYER agree to desprey with HOME regulations as set forth in 24 CFR Part 92 Subpart F. as follows:

(a) The HOMEBUYER(s) have cardified that the project shall be higher/their principal residence and that, at the time of application and approval, higher/their annual income does not exceed eighty percent (1965) of the modian income for the area, as determined by HYEX The adjustments for family size.

(b) The property is brested within the geographical areas of fundacie County, Florida and has an after rehabilitation of construction appraised value equal to or high than minary-five percent (93%) (90% when used with SHIP hands) of the medical soles price of the Man Age COUNTY through, a sensingly County Character of Commune, has naviewed the beautiful forcess and property value requirements in accordance with the HOME Program requirements and distributions the project oligibile for funding. The HOMESUYER shall maintain the property, including physical of property tense and homogween housener, during the term of affordability.

Pa: tomoros Mosconyryro

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MOUSING AND QUALITY

The property at the time of Initial compensy by the HOMEBUTER shall meet Section 8 Housing

Que nep	aty S ecles	isnéssée (HOS) and the lotal building access and regulatoria of the Cook it.	8 962 43	
7.	OTH	er program requirements		
guld		Homeowner shell comply with all applicable Federal laws and regulations as decalled in the second of	AUD AUD	
	9	Equal appartunity and fair housing C Applicable (Applicable (Applicable (one unit)		
	o)	Englighmental raview		
	e) (Fried rement, relocation and acquisition		
	Ψ,	Ther applicable (activity funded is downpayment, alsoing cost or interest rate buy-d assistanced on a newty constructed unit; therefore no displacement, relocation and acquis activity surport to Federal rules).	KMO.2	
		Applicable Continty is downpayment, closing cost or interest rate buy down assistance for pulchase of an existing unit. Appropriate notices have been leaved. Certification has to provided expertised ensuring that property was not occupied by a tenant and that the owner been voluntarily displaced by choice.	r ind Deen	
	d)	Lead paint Applicable (Aprile bulk prior to 1978. Lead-based paint notice has been provided and evaluated for lead-based paint existence.)		
		Not Applicable (Unik byll during or effer 1978.)	TONCE	
	(a)	Conflict of Interest - negonifict found	5	
	f)	Disparment and auspansion CDI applicable		
	g)	Fleed insurance .	(°)	1
	h)	Executive Order 12372 - not applicable.	, ,	
â.	AFI	firmative marketing (()		ŧ
4	No	epplicable due to the neture of the compa (HOMEBLYER program).		
g,	gas pira	matiane for religious organization		
	Na	t applicable due to the noture of the ability CACMEBUYER program).		
10.		aufsts for disbursement of funds/>		
	The	HOMESUYER agross that the funds shall only to bacd to subsidize a private loan to lower	eina	

borrows's monthly housing ecets (Principal, Interior Target and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the

COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME additional, the HOMEBUYER agrees that any work parformed by a contractor in accordance with this Agreement dyest be parformed pursuent to a written contract in the farm required by the COUNTY. Further, the unit offelt be inspected by the COUNTY for compliance with COUNTY housing and other local codes and afguilations.

Ownership eachteness funds shell not be disburned prior to complation of work and accuptance of the a by the COUNTY. same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subraciplant.

RECORDS AND REPORTS

The COUNTY and HOWEBUYER shall complete all reports and marketin decumentation, as applicable in asserdance with 24 CFR Part \$2 and Florida Statutes for a bendefundament (2) years from the end of the affordability tarm.

Provience Stem & Pfgm

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1/25/76

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Fn,Imanusiliawebigin

My commission expires: _

Print by & Smaller FEELTY HATIOHAL TITLE CASE REGISTER ST., SUME STO March, FL 33801 99 74395119

TENTORGE SUBORDINATION AGRICULTU

THE SUPPLEMENTAL SOURCES OF THE STATE OF THE Hard 1994, by and between SEMINOLE COUNTY, a political subdivision of the State of Ploride, whose address is Seminole County Services Building, 1101 East First Street, Semiord, Ploride 12 V/1, Sepainafter referred to as the "COUNTY," and _ corporation whose address to 1916 has read, Water Parts Fu 12763 hereingther referred to as "Lender."

MITHESETTE

whose addited as IN that End of United and delivered hereinester (Figure 1 to as "BORRCHER," executed and delivered country a mortgage in the amount of Instituted Involved Of United International Involved International I (\$ 100 m) deted and 100 and and recorded Amet), Two records of Semination County, Florida, which mortgage is a lien on the following developed property:

Let 1, Mark 3, Terminatives County, emerging to the Mark Semination of Park Book 2, Dept 50 County, emerging to the Mark Semination of Park Book 2, Dept 50 County, Parks.

whereas, the Borgover executed and delivered to Leader a mortgage in the sum of Fifty Saven Thousand Saven Mundred Eleven Dollars-Dollars (2 57.711.00) which mortgage is intended to be recorded herewith in the records at Saminola County, Florida, and

MERRIS, LENDER has required as a condition of its loan to approver that the lien of the martiage executed by BORROWER to the COUNTY be subordinated to the lien of the mortgage executed by BORROWER to LENDER to which GORROWER agreed on the conditions provided herein; and

WEEDERS, the County is agreeable to such request pursuant to its adoption of Subordination Agreement Request Policies And Procedures on March 12, 1996, relatively to subordination of liens filed for rehabilitation, smargency repair and exmerchly assistance filed activities. funded estivities; and

wanned, the refinancing of the BORRETER's property for the purpose of debt consolidation shall reduce total menthly household expenses, or an unanticipated financial (hardship has befallen the bornowsk due to the death of a spouse of total purpose cacupying the preparty, and

WERRIA, the COUNTY is not required to take here than a second position of subgrainstion.

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TERM OF DESCRIPTION

NOW, Therefore, in consideration of the sum of TEN AND NO/100 policies (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the undersigned agree as follows:

That, the lies of mortgage executed by the Borrower to COUNTY is and shall be subordinated to the lies of the mortgage executed by the Borrower to LENDER provided, herever, that the lies of the sortgage to COUNTY shall be subordinated to the lies of the mortgage to LENDER only to the extent that the lies of the mortgage to LENDER is, as a result of this subordination Agreement, a validity perfect first lies security interest in the above-described property.

2. That the mortgage executed by the BORROWER to COUNTY is and shall be subordinated both in lien and payment to the mortgage executed by the GORROWER to LEMBER to the extent that the mortgage to LEMBER in a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

i. That, to the extent the mortgage of LENDER is, as a result of this Superdination Agreement, a validly perfect first lien occurrity interest in the above-described property, the lien of the mortgage enequited in Economic to Lender shall not be affected or impaired by a judicial cale under a judgment resevered under the mortgage made by the said ECOROMER to COUNTY but any such sale shall be subject to the light of the said mortgage executed by the BORROWER to LENDER.

IN WITHIGH WELLOOP, Lind parties hereto have set their hunde and seals hereto as of the live above written.

The Mortages Fier	" Company of the Comp	
LYDE	COUNTY , CO	}
Dy Charley Buses	Charles Orm 18 2	
1. S KIWAGIN	Public Diagram	
Title: VY	(Flata: santhais county E	6.0
	Community Development Collide Manager	
Dates 3-3-97	Date: 3-3-99 7 7	
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BND/dzs	The forester the forest to the second to the	Rrol
022006 P. W.	and at the sun annual but many on court and an anathra a	
April 10 Total 1	Takis Vil. Knahi	
	And the state of t	

100

 This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 11, 1996, and recorded in Official Records Book 3059, Pages 1756 through and including 1760, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated April 11, 1996, and recorded in the Official Records Book 3059, Pages 1761 through and including 1763, Public Records of Seminole County, Florida, which encumbered the property located at 104 Hays Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

LOT 8, BLOCK B, COUNTRY CLUB MANOR UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 35 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 35-19-30-520-0B00-0080

(the "Property,") were made by Annette L. Jackson, a single person and Katanya M. Jackson, a single person, (the "Owners") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

whereas, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as their primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

whereas, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

IN WITNESS WHEREOF, Semi be executed this day of	nole County has caused these presents, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 10/7/04	
satisfaction-jackson	



EACK PROPERTY APPRAISER CONTACT EIDME PAGE



Second Mortgage Deed

SECOND MORTGAGE DEED is hereby made and entered into the rday of April 199 6 by and between Annette L Jackson, 199 6 by and between Annette L Jackson, a single and Kathanya M Jackson, a hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if thore than one exists.)

WITNESSETH, That for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date. herewith (\$ 3,500.00 hereinafter described, the Mortgagor hereby grants) bargains, sells, aliens, premises conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Motigager will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To: Elaine L./Barlow, SHIP Program Soon Seminole County Chamber of Commerces S 450n Smith Highway 17-92 4590 South Highway 17-92 32707 Casselberry / P

CLERK OF CIRCUIT COURT

SEMINOLE SEMINOLE

IC FRAMAPRUALUMTROL

SOUTHERN TITLE 130 UNIVERSITY PARK OR. SUITE 145



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure resolved in shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIOSB" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations conditions and covenants therein and of this Second Mortgage, and if not then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either to pay all and singular the taxes, assessments, levies, liabilities, obligations, and enoughbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, passes ment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or patients under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

OFFICIAL RECOKUS

Seminole County Homeownership Assistance Program

1. The state of th



Semental party of the
STATE OF PLORIDA
COLNETY OF SEMINOLE
HERESY CERTIFY that on this 11th day of April Ap
before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, an officer duly authorized in the State aforesaid and in the County aforesaid before me, and the State aforesaid and in the County aforesaid before me, and the State aforesaid and in the County aforesaid before me, and the State aforesaid and the
to take acknowledgments, a single who executed the foregoing instrument and who
to take acknowledgments, personally appeared to take acknowledgments, personally appeared the foregoing instrument and who and Katonya Mackson, a single who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known as identification and who did/
acknowledge before me that hersnermey executed in Status as identification and who did/ to me or have produced flavier success as identification and who did/
til ktoke en both a
WITNESS my band and official seal in the County and State last aforesaid.
WITHESO THE ACTION AND ADDRESS OF THE ACTION
(())
Name: Mikired M. Crenshaw
Notary Public Serial Number CC 385840
Commission Expires: > 30-98
GOTTITION TO THE PARTY OF THE P
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THE MILDRED M CRENSHAW
2006 Commission Commission
Evpires Jul. 30, 1998 Sponded by HAI
10-422-1555
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(C FINALESCUALISTICO)

340 2/56

Seminole County Homeownership Assistance Program

Signature of the same of the s



OFFICIAL RECORDS BOOK 1761

EXHIBIT "A"

LEGAL DESCRIPTION



Lot 8, Block B, COUNTRY OLD MANOR UNIT 1, according to the plat thereof as recorded in Plat Book 11, Page 35, Public Records of Seminole County, Florida.

C SIEGERALIZATION

381378



EXHIBIT "B"

SECOND MORTGAGE NOTE FOR VALUE RECEIVED, the undersigned (jointly and severally, if more that one) AMOUNF: \$3,500.00 promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, order, the manner hereinafter specified, the substituting of the United States of America to the County at 1101 East First Street, Sanford, Florida 32771, or at such a place as may hereafter he declarated by written notice from the holder to the maker hereof. This hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage seeking same shall be for a period of twenty (20) or thirty (30) years (if used in confunction with FHA financing), beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner: A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full. B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) ten (10), twenty (20) or thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied foce period of at least ten (10), twenty (20) or thirty (30) years (as applicable) after execution of this Note. C. If the property is sold, leased, transferred or refinanced prior to ____ twenty (20) X thirty (30) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default. This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property. SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN DEFAULT The maker of this Note or its successors shall be in default upon ocsurrence of one or more of the following conditions:

OFFICE LALBRICATION



SeminoleCounty Homeownership Assistance Program

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INVANCIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS (1429.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor.
Seminole County Chamber of Commerce
4590 South Highway 17-92
Casselberry, Fl 32707

- 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property, within 1. The sale transfer or refinancing of the subject home and real property.
- 2. Leasing or renting of the property within ten (10), twenty (20) or thirto (30), years of the date of execution of the Note and Second Mortgage.
- 3. The destruction of abandonment of the home on the subject property by maker or maker's successors
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth herein above shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even take herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

- Asset Sant Section To

1/12/95



SeminoleCounty Homeownership Assistance Program

The second secon
Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including protest, notice of protest and notice of dishonor and agrees to pay all costs, including protest, notice of this Note reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.
Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.
In the event of three Osure, County reserves the right of first refusal on the property.
IN WITNESS WHEREOF, the said Mortgagor has hereunto signed an insealed these presents the day and year first above written.
Print Name: Annette L. Jackson
Ina M. Milus
Print Name: Katonya M. Jackson Print Name: Katonya M. Jackson
Print Name:
Tital Name:
Print Name:
STATE OF FLORIDA COUNTY OF SEMINOLE 199 6
HEREBY CERTIFY that on this 11th day of April before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared the foregoing instrument and who and Karonya M. Jackson, single, who executed the same and are personally known acknowledge before me that he/she/they executed the same and are personally known to me or have produced for the same and are personally known as identification and who did/
WITNESS my hand and official seal in the County and Staterian aforesaid
Name: Name: M. Crementow Notary Public Serial Number (L 35 199 Bonded by MA Commission Expires: 7-38-98

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 15, 1997, and recorded in Official Records Book 3313, Pages 0608 through and including 0612, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 10, 1997, and recorded in the Official Records Book 3313, Pages 0613 through and including 0615, Public Records of Seminole County, Florida, which encumbered the property located at 2406 S. Elm Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

LOT 123 AND THE NORTH 1/2 OF LOT 124, FRANKLIN TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 78 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-539-0000-1230

(the "Property,") were made by Joanne Deming, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

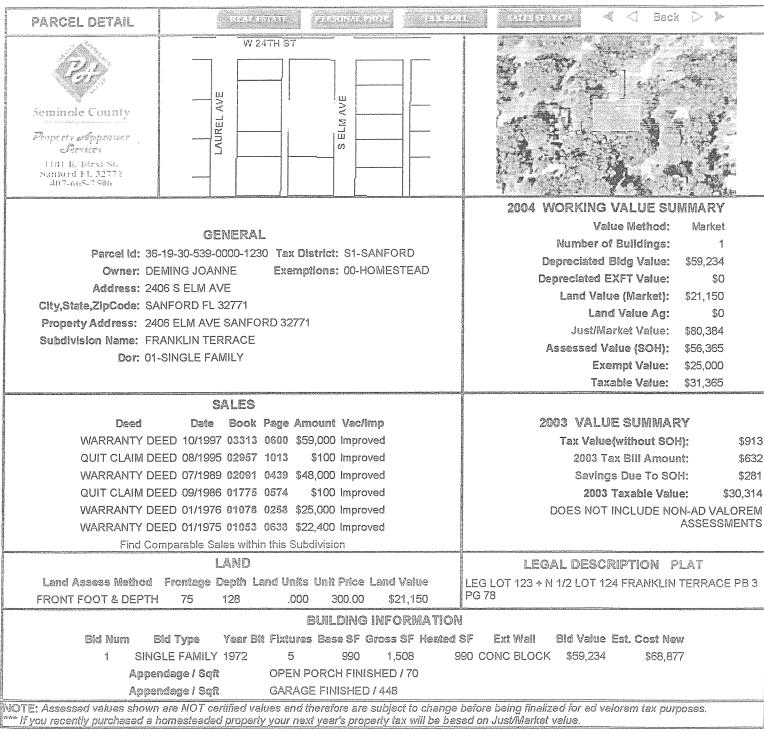
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

to

<pre>IN WITNESS WHEREOF, be executed this day or</pre>	Seminole County has caused these presents f, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of	By: DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04 satisfaction-deming	



7.3

Page 2/12 Oate, 5/20/2004 11:58:91 AM From tinknown

ET41156NH/VSW RECORD AND RETURN TO: RUSSELL HEBMLE, OF RAIS: F TITLE AND GUARANTY CORPORATION TOO Went First Street, Sanford, Pioride 32771 (407) 322-9484

Saminula Ci

Second Mortgage Deed

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the Sth day of October 1997 by and between Joanne Deming & Political Program hereinafter referred to the "Mortgager" and Seminote County, a political 15th day of October untile person hereinafter referred to the subdivision of the State of Florida, whose address is 1701 East First Street. Sanford, Ishunda 32771, hereinofter referred to as the "Morigagee."

(Whenever used herein the terms of "Mongagor" and "Mongagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "nate" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, tells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Morigagor is now seized and in possession situated in Seminole County, Florida, viz.:

SHE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Martgagee, in fee simple.

AND the Mortgagor coverants with the Mortgagor that the Mortgagor is indefensibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances in perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Morigagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mongage approved by Mongagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 428.5U(f) AND 199.1950(kd). FLORIDA STATUTES

This instrument was prepared by: AFTER RECORDING RETURN TO: SHIP, MOMENTARY ANSISTANC PROGRAM - ATTN: SMARGN SELF 4190 S. HWY 17-02

1015

0326003 & KERKE

CASSELBERRY FL 12707

From unknown Page 3/12 Date: 5/20/2004 11.38:31 AM

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a morigage or lien foreclosure legal proceeding shall be one basis authorizing the Mongagee to declare a default. In the event of foreclosure, the Morigagee reserves the right of first refusal on the land as described in Pahihli "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagoe the Frain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SHE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the recements, stipulations, conditions and coverants therein and of this Second certain Second Martgage Not hereinafter substantially copied or identified, to-wit:

agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, tubilities, obligations, and encumbrances of every nature on said property to permit, content or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and thie searches, reasonably incurred or paid by the Montgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Morigage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Murigagee may pay the same, without waiving or affecting the option to forestone or any other right berounder, and all such payments shall hear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagec, became and he due and payable, anything in said note or herein to the contrary netwithstanding. Fallure by the Morigages to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accraing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Moragagor, and said land is not said, leased, rented or subleased,

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Should the land remain owner-occupied and no (10) years then this Second Mortgage shall be public records of Seminole County, Florida, viciated, a default shall be declared, and the said payable. THE FULL AMOUNT OF TH ON SALE, LEASE, IF THE SALE, LEASE, IN LESS THAN TEN (10) YEARS. Morga thousand, Five-hundred duliars and 00/1000 available forgiveness as provided in the recaption effect at the time of default.	forgiven in full and a release filed in the Should this aforementioned provision he entire amount shall be immediately due E SECOND MORTGAGE SHALL BE I TRANSFER OR REFINANCING OCCUR gor shall repay the loan amount of Till, 3,500,00) to Mortgages in full, less any	JRS hree-	رب <u>دع</u> س	636
This Mortgage shall be subordinate to a vehicle and, subject to the not ligation and approved MITNESS WHEDETOF, the said Mort those presents the day set year first above written Name: RUSSELL REALE. Print Name: VIVIAN S. LIMELER	of Mortgagee. Igagor has here unto signed and sealed	semant co.fl	0610	
Print Name;	Print Name:			
Print Name:	Print Name:			
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LOT 123 and the MORTH 1/2 OF LOT 124, FRANKLIN TERRACE, according to the Plat thereof as Recorded in Plat Eook 3, Page 79, of the Public Records of SEKINOLE County, Florida.

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Suminale County Hamsownership Assistance Program

exhibit "2" Second mortgage hote

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ANTONNY \$1500.00

Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Montgage securing same shall be for a period of tan (10) years, heginning on the date of execution of this Note and moneying Montgage. Repayment of the date of the following Montgage. Repayment of this Note shall take place in the following moneying Montgage. Repayment of this Note shall take place in the following manner.

- A. If a default of the First Murigage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED DERETO AND INCORPORATED HEREIN

DEEAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

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THE MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(I) AND 199.135(IKJ), FLURIDA STATUTES

This Instrument was prepared by:
ARTER RECORDING RETURN TO:
S.M.L.F. MOMERILY RESISTANCE
VEOGRAM - ATTN: SHARON SELF
4599 S. LIS HWY 1
CASSELRESSEY, FL. 20797.

CTIONS 420.513(1) AND 199.135(18d).

HRIDA STATUTES

1 The vale, transfer or relinancing of the subject home and teal property, within ten (10) years of execution of this Now, by maker or maker's successors.

- tensing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5 Failure to maintain adequate bazard insurance on subject property and improvements.
- Pallure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Moregage securing the property.

CONSTIQUENCE OF DEFAULT

The accurrence of a default as set forth hereinahove shall cause an acceleration of the remaining unpaid principal belance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available furgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Morigage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Piorida. The terms of said Morigage are by this reference made a part bereof.

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•	Each percon	lighte herson Whe	ther maker or	enforcer, hereby walves pe	reenlatent,		
•	protest, notice reasonable at or default her	e of protest and no	tice of dishono ser suit be brout tid Mortgage, t	r and agrees to pay all coau Jin or not, if, after manurity Sunsel shall be employed to	of this Nyte		
	Whenever us		holder", "mak	er" or "payee" should be co	nstrued in the	زر	
		J-13		right of first refusal on the p	roperty.		
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•	Trini Name:	NUSBELL VIETORE	Same of	Print Name: Joanna Denii 2405 Ele Avanue	Wir '	<u>-17</u>	7
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	Print Name.	VIVIAN S. WHEELE	.R	Prim Name:			
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	Print Name:			Print Nume:			
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9200							modifica[HPF]

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 12, 1996, and recorded in Official Records Book 3025, Pages 0988 through and including 0992, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) (the "Note"), dated January 12, 1996, and recorded in the Official Records Book 3025, Pages 0993 through and including 0995, Public Records of Seminole County, Florida, which encumbered the property located at 1549 Chilean Lane, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

Legal Description:

LEG LOT 8, BLOCK 13, EASTBROOK SUBDIVISION, UNIT NO. FIVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 80 AND 81, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-21-30-506-1300-0080

(the "Property,") were made by Mayra G. Gonzalez (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner(s) did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

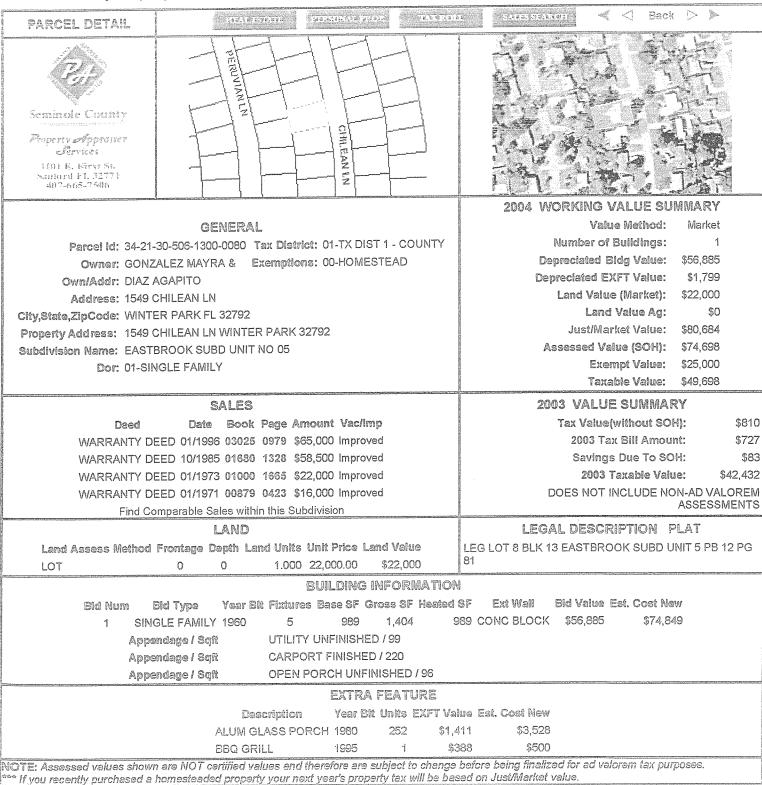
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Semin be executed this day of	ole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 10/7/04	

satisfaction-gonzalez



EACK FINDERT APPRAISER CONTACT

MARYANNE MORSE CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL. RECORDS . YERIFIED

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Sociale County Homesmenhip Accidence Program



Second Mortgage Deed

		THIS SECOND MORTGAGE DEED, is hereby made and entered into the large of larg
· · · · · · · · · · · · · · · · · · ·		witnesseth that for good and valuable consideration, and also inconsideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$7,500.00 hareinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premisis, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.
earth des		SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN
きれる		TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.
JRN TO: LM	JRN TO: LW TILE AGENCY Jak Centre Driv Florida 32750	AND the Mortgagor covenants with the Mortgages that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgages as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:
	Crov	A valid purchase money First Mortgage approved by Mortgagee.
lugher	SUNBELT 1 240 Crown C Longwood,	THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) Hame 2. Ballow M. I.P. HOME Downsayment Assistance Co FLORIDA STATUTES C/O Greater Seminole County Chamber et Commerce
-to-sattering	J.	4590 South Highway 17-92
is digital.	7	Casselberry, FL 32707

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MARYANNE MORSE CLERK OF CIRCUIT COULT

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Somiale County Homeomerchip Accidence Program



Second Mortgage Deed

- Carrier of the Carr	URN TO: Ly TSD SPCH TITLE AGENCY Jak Centre Drive Florida 32750	THIS SECOND MORTGAGE DEED is hereby made and entered into the large of the property of the political subdivision of the State of Florida, whose address is 1101 East First Street, Sational Florida 32771, hereinafter referred to the "Mortgagor" and Seminols County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sational Florida 32771, hereinafter referred to as the "Mortgagoe." (Whenever used herein the terms of "Mortgagor" and "Mortgagoe." (Whenever used herein the terms of "Mortgagor" and "Mortgagoe." (Whenever used herein the terms of "Mortgagor" and "Mortgagoe." (Whenever used herein the terms of "Mortgagor" and "Mortgagoe." (Whenever used herein the terms of "Mortgagor" and assigns of corporations," and the term "note" include in all the notes herein described in more than one exists.) WITNESSETH that for good and valuable consideration, and also it was consideration of the aggregate sum named in the Second Mortgagor Note of even date herewith (\$ 7,500.00 hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premists, conveys and confirms unto the Mortgagoe all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz: SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof, unto the Mortgagoe, in fee simple. AND the Mortgagor covenants with the Mortgagoe that the Mortgagor is indefeasibly seized of seid land in fee simple; that the Mortgagoe will make such further assurances to perfect the fee simple title to said land and will defend the same against the lawful claims of all persons without seven and that said land in
	RETURN TC SUNBELT TITLE A 240 Crown Oak Cen Longwood, Florida	
	SUN 240 (THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) Aline 2 Barrows H.I.P./HOME Downpayment Assistance County FLORIDA STATUTES C/O Greater Seminole County Chamber of Commerce
		4590 South Highway 17-92 Casselberry, FL 32707

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OFFICIAL RECORDS BOOK PAGE

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Ševe	cocupied by the Mortgagor, and said land is not sold, leased, rented or subleased. Should the land remain owner-occupied and not be rented, leased or subleased for (check applicable) five (5) years, twenty (20) years or X thirty (30) years (if used in conjunction with FHA financing), then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminois County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS LESS THAN FIVE (5) YEARS, TWENTY (20) YEARS OR X THIRTY (30) YEARS AFTER EXECUTION OF THIS INSTRUMENT. Mortgagor shall repay the loan amount of nty Five Hundred \$90 () Collars (\$7,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default. This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.
	IN WITNESS WHEREOF the said Mortgagor has hereunto signed and sealed
	these presents the day and year first above written.
~	Rhonda & Hedde Wayna & Dotalla
	witness Print Name: Mayra G. Gonzalez
	Print Name: 1549 CHILEAN LANE, WINTER PARK, FL 32792
	WITTAKE
	Print Name: ELIZABETH M. WATHEN Print Name:
	Charles A Bearing as
	Print Name:
	V (V)
	Print Name:
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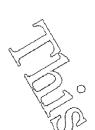


STATE OF FLORIDA
COUNTY OF SEMINOLE
JANUARY
I HEREBY CERTIFY that on this 12TH day of percenter/ 1995
before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take accrowledgments, personally appeared Mayra G. Gonzalez
and ind. , who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVERS LICENSE as identification and who did/
did not take an oath.
WITNESS my hand and official seal in the County and State last aforesaid.
Some & Malle
2) Halla Ladal
Name:
Notary Public RHONDAK HEDDEN
Serial Number My Commission CC302712 Commission Expires 4.19, 1937 Equipmen 4.19, 1937
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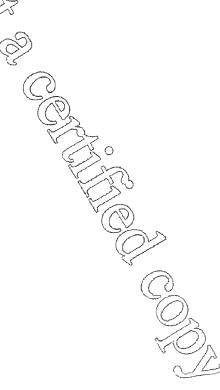


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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 8, Bleck (1), EASTBROOK SUBDIVISION UNIT NO. FIVE, according to the plat thereof recorded in Plat Book 12, pages 80 and 81, Public Records of Seminole County, Florida.



OFFICIAL RECORDS BOOK PAGE

3025

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EXHIBIT "B"

SECOND MORTGAGE NOTE
AMQUNT: \$7,500.00
FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to bay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of eventy Five Hundred &00/100 (\$7,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street. Sanford Florida 32//1 or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30) years (if used in conjunction with FHA financing), beginning on the date of execution of this Note and accombanying Mortgage. Repayment of this Note shall take place in the following manner:
A. If a default of the Eirst Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven (check one) five (5), twenty (20) orX thirty (30) years (as applicable) after the date of the execution of this Note provided no condition of defaulthas occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least five (5), twenty (20) or thirty (30) years (as applicable) after execution of this Note.
C. If the property is sold, leased, transferred corefinanced prior tofive (5)
This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
DEFAULT
The maker of this Note or its successors shall be in default upon accurrence of one or more of the following conditions:

prepared by: 4 Letternett : Elaine L. Barlow/S.H.I.P./HOME Downpayment Assistance Courd. 1 'O Greater Seminole County Chamber of Commerce 1990 South Highway 17-92 Seminale Courty Homeowoods profit 1882 127 Program This instrument was prepared by: THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND BOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT SECTIONS (420.513(1) AND 199.185(1)(d), FLORIDA STATUTES 1. The sale transfer or refinancing of the subject home and real property, within five (5), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by maker of maker's successors. 2. Leasing of trenting of the property within five (5), twenty (20) or thirty (30) years of the date of execution of the Note and Second Mortgage. 3. The destruction of abandonment of the home on the subject property by maker or maker's successors 4. Failure to pay applicable property taxes on subject property and improvements. 5. Failure to maintain adequate hazard insurance on subject property and improvements. 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date(7. Failure to comply with the tenns and conditions of the First Mortgage securing the property. CONSEQUENCE OF DEFAULT The occurrence of a default as set forth hereinapoge shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire variatining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default. MISCELLANEOUS PROVISIONS This Second Mortgage shall be subordinate to a First (Mortgage as approved by the County. This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and afterded according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.





Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note on to project the security of said Mortgage.

term "holder" "maker" or "pavee" should be construed in

	Whenever used herein the term "holder", "maker" or "payee" should be constitued in the singular or phiral as the context may require or admit.
	In the event of foreglosure, County reserves the right of first refusal on the property.
<	in Witness Wiffereof, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written. Witness Rhonda K Hedden Print Name: Mayra G. Gonzatez Print Name: Mayra G. Gonzatez
	Under MINIER PARK FL 32792 WILDESS
	Print Name: ELIZABETH M. WETHEN Print Name:
	Print Name:
	Print Name:
	STATE OF FLORIDA COUNTY OF SEMINOLE Detember January 199 6
	HEREBY CERTIFY that on this
	and n/a who executed the same and are personally known
	to me or have produced (Inches Produced Control of the set for the
	WITNESS my hand and official seal in the County and State last aforesaid.
	Name:
	Notary Public Serial Number Serial Number Commission Expire Subject by Har
	A A A A A A A A A A A A A A A A A A A

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 13, 1998, and recorded in Official Records Book 3371, Pages 1817 through and including 1825, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated February 13, 1998, and recorded in the Official Records Book 3371, Pages 1822 through and including 1824, Public Records of Seminole County, Florida, which encumbered the property located at 108 Rabun Court, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 46, SANORA SOUTH UNIT ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGES 76 AND 77 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 07-20-31-507-0000-0460

(the "Property,") were made by Jairo A. Martinez, a single person (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner(s) did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current United States Department of Housing and Urban Development ("HUD") regulations and policies; and

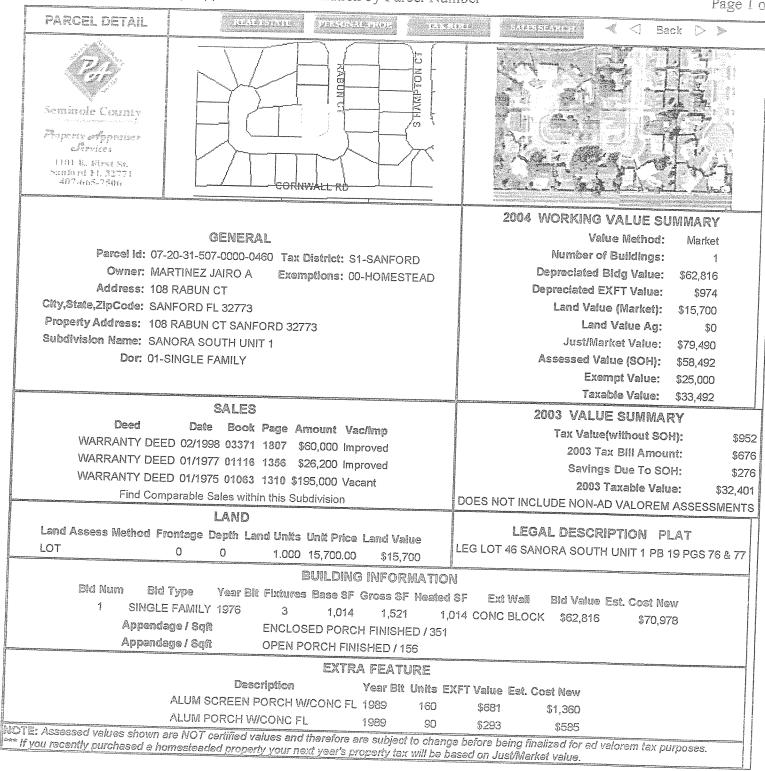
WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note;

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Semi: be executed this day of	nole County has caused these presents to, 20
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
MARYANNE MORSE Clerk to the Board of County Commissioners of	By: DARYL G. MCLAIN, Chairman
Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney	
AS/lpk 10/7/04	

satisfaction-martinez



107 42254 107/31m THEN RECORDED BETTEN TO: MAMPY TITLE AND GUMANTY CORP. 200 W. PIRST STREETSSAMFORD, PL 32771 December 2

ourly Homeocurership Assistance Program

The state of the s



Second Mortgage Deed

13th day of <u>Fabruary</u> 1998 by and between faire A. Manthez, at single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagor". THIS SECOND MORTGAGE DEED is hereby made and enternal into the

(Whenever used herein the terms of "Mortgagor" and "Mortgagoz" include all parties to this instrument, the helm, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes lerein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Morigage Note of even date herewith (63,500.00), hereinafter described, the Mongagor hereby gmots, bargains, sells, allens, premises, conveys and confirms umo the Morigagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

see exhibit "A" attached hereto and incorporated herein

TO HAVE AND TO HOLD THE SAME, regeries with the tenements, irredimments and appurtenances thereto belonging, and the rems, issues and profits thereof, unto the Mortgager, in the simple.

AND the Mortgagor covenants with the Mortgages that the Mortgagor is latefeasibly scized of sold land in fire simple; that the Mortgagor has good right and lowful authorky to convey said land as aforesaid; that the Mortgagor will make such funier anaronces to perfect the fee simple title to sold had in the Mortgages as may reasonably be required; that the Morrgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgages.



this mortgage is given to seminole county and is exempt from payment of intanciols Personal Property Tax and documentary Stamp excise tax on documents pursuant TO SECTIONS 420.513(1) AND 199.18(1)(4). FLORIDA STATUTES

This insurance was prepared by: AFTER RECORDING PETURN TO: S.B.J.R. HORSESLYVER ASSISTANCE CHOIGHAM - ATTM: SMARON SELT 4590 A. HWY 19.02 CASSELDERRY, 57. 50707

1 36 5

7630197

RECORDED & VERIFIED

TO HOLE CO. TE

ANY DEFAULT in any mangage note, or list of record, including, but not limited to the Second Mongage Note and the First Mongage approved herein, chall constitute a default under this instrument. The institution of a mongage or lien foreclosure legal proceeding shall be one basis authorizing the Montgages to declare a default. In the event of foreclosure, the Montgages reserves the right of first refusal on the land as described in Eublish "A."

PROVIDED ALWAYS, that said Mongagor shall pay unto said Mongagos the cenain Second Mongago Not invelopher substantially cooled or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, atipulations, conditions and covenants therein and of this Second Mertgage, and if not, then this Mortgage and the estate hereby created, shall cause, determine and be not and void.

AND the Mortgagor lesteby further covenants and agrees to pay promptly when due the principal and interest and other sums of money wovided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and emembrances of every nature on said property to penalt, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's feet and this searches, reasonably incurred or paid by the Mortgages because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulators. conditions and covenants of said note and this Second Mongage, or cities; to perform, comply with and abide by each and every of the agreements, adjulations, conditions and coverants of said mile and the Second Montgage, or other. In the event the Morreagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Marigages may pay the same, without walving or affecting the option to forestors or any other right hersunder, and all such payments shall beer interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mongage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the onlice because unpaid thereon, shall forthwith or thereafter, at the option of the Mortgages, become and be due and payable, anything in said note or herein to the contrary netwithstanding. Faiture by the Mongages to exercise any of the rights or options besein provided shall not constitute a waiver of any rights or options under said note or this Second Mongage accused or thereafter according.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains accupied by the Mortgager, and said land is not sold, leased, rented or subleased.

2 of 5

7/2007 7/2004 dae

Should the land remain owner-accupied and not be rented, leased or subleased for ten (10) years than this Second Montgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should thin eferementioned provision be violated, a default shall be desired, and the entire amount shall be immediately due and payable. The full amount of the second mortgage shall be due on sale. Lease, if the sale, lease, transfer or refinancing occurs in less than ten (10) years. Mongagar shall orphy the bein amount of Thousand Five Hundred dollars and 00/100(63,500.00) to Mongages in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default. This Moragage shall be subordimes to a valid purchase money First Moragage on this kind, subject to the notification and approval of Morigages. IN WITNESS WHEREOF, the said Mortgogor has here unto signed and sealed these presents the day and your first above written. fint Newe: Jeiro A. Mortinez Print Nume: 108 Rabun Ct., Sanford. Flac 32773 Print Name: Print Name: SUSIE SMITH Print Name: Prin Name:

Print Name:

KAMPF TITLE & GUARANTY CORP. P.O. BOX 1359, 200 W. FIRST STREET SANFORD, FLORIDA 3:4771

Print Name:

3 of 5

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The second secon		IN THE STATE OF TH
before me, an officer duly authorized to take asknowledgments, personally and	in 13th day of <u>Pebruary</u> In the State eforesold and in the County appeared <u>JAISO A. MARTIMER.</u> who executed the foregoing instru- ey executed the same and are personally 11cones as identified al in the County and State less aforesold.	<u>A siecle was</u> mom and who known
Meen Aughl 17 and de Cradona Calain. 18 and 3. dels 18 and	Name: MARK WEIGHT Nothing Public Secial Number CC439144 Commission Expires: 3/2/99	PERMOLE CO. FL
	\$ 68 G	

exhibit "a"

LEGAL DESCRIPTION

Loc 46, SANDA SOUR UNIT CAR, according to the Plat thereof as Recorded in Plat 2)
Rock 19, Pages 76 and 77, of the Public Records of Sandaela Guady, Florida.

5 of 5

7/29/66

Seminola Candy Hamaanmarkin Amiskanca Program

exhibit "D" Second Mortgage No

AMOUNT:

ea.mn.na

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the Sate of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred dollars and 60/100 (\$2,500.00). The said principal deall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage sessing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default less occurred. This provided chall ensure that the subject home and property is not sold, lessed, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment thall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the rempture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

This mortgage is given to Seminole County and is exempt from Payment of Intangible Personal Property tax and documentary Stamp excise tax on documents pursuant to Sections 420.513(1) and 199.155(1)(d), Florida Statutes

The lociniment was prepared by:

AFTER RECORDING RETURN TO:

SULLE ROMEBUYER ASSISTANCE
PROCESSM - ACTUL SHARON SELV
ASSEL RETEX 1

CASSEL RETEX 21 17/12

- 1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
- 2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's successors.
- 4. Fallure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property and improvements.
- Fallure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Fallure to comply with the terrms and conditions of the First Morrgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth tereinabove shall cause an acceleration of the remaining unpoid principal balance evidenced herein and secured by an accompanying Second Mengage of even date, and the entire remaining unpoid behave shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be abordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even due herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

1371 1823

and the state of the first of the second of the second

Each pirson liable become whether maker or enforcer, hereby waives personment, protest, notice of protest and actice of dishoner and agrees to pay all costs, including reasonable attorney's fees, whether such be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payer" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN VITNESS WHERE present the foy and year of Ok War a HARK WRIGHT) Print Name:	BOF, the said Mortgagor has hereunto algred and appled these first above written. Print Name: Jairo A. Marking. 108 Rabun Ct Sanford. F1. 12773
Print Nume: SUSIZ SMITT	n Prim Name:
Print Name:	Prin Name:
Print Mme:	Print Name:
State of Florida County of Seminole	m mass
before me, an officer duly to take acknowledgments, and acknowledge before me the to me or have produced did not take an oath.	who executed the foregoing instrument and who
CAMPF TITLE & GUARAN 10. Box 1959, 200 W. Firs ANFORD, FLORICA 3277	57 GFF1: 2:7

This Instrument prepared by: Arnold W. Schneider, Esq. County Attorney's Office 1101 East First Street Sanford, Florida 32771

Please return it to: Community Development Office Seminole County Government 1101 East First Street Sanford, Fl 32771

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a downpayment assistance SHIP Mortgage (the "Mortgage") dated May 23, 1997, and recorded in Official Records Book 3244, Pages 1733 through and including 1736, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$3,400.00) (the "Note"), dated May 23, 1997, and recorded in the Official Records Book 3244, Pages 1737 through and including 1741, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated April 7, 1997 recorded in Official Records Book 3244, pages 1742 through and including 1744, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 211 W. 20th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

Legal Description:

THE EAST 5 FEET OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FEET OF LOT 5, BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 28 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-534-0200-0030

(the "Property,") were made by Maria Baez, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 1101 East First Street, Sanford, Florida 32771; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage, Note, and Agreement; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note, and Agreement; and

WHEREAS, the Owner has sold or refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage, Note, and Agreement thus qualifying for forgiveness of the Mortgage, the Note, and the Agreement under current United States Department of Housing and Urban Development ("HUD") regulations and County policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note, and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals, Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, Note, and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

same of record.	
IN WITNESS WHEREOF, Semi be executed this day of	nole County has caused these presents to
ATTEST:	BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA
	By:
MARYANNE MORSE Clerk to the Board of	DARYL G. MCLAIN, Chairman
County Commissioners of Seminole County, Florida.	Date:
For the use and reliance of Seminole County only.	As authorized for execution by the Board of County Commissioners at their, 20
Approved as to form and legal sufficiency.	regular meeting.
County Attorney As/lpk 10/11/04 satisfaction - Baez downpayment	

3244 1733



Seminale County Homeownership Assistance Program

Second Mortgage Deed

RECORDED & VERIFIED	THIS SECOND MORTGAGE DEED is hereby made and entered into the 23rd day of MAY 1997 by and between Maria Basz, a single woma hereinafter referred to the "Mortgagor" and Seminole County a political subdivision of the State of Florida, whose address is 1101 East First Street Sanford Florida 32771, hereinafter referred to as the "Mortgagee." Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described it more than one exists.)
MARYANNE MORSE SEMMOLE COURTY FL	WITNESSETH that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$ 3,400 W), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida viz.: SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple. AND the Mortgagor covenants with the Mortgager has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said tand in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:
	A valid purchase money First Montgage approved by Montgagee.
(E)	THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

(C FRWANDAUNTRO)



ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and ablde by each and every of the agreements spulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be full and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due and the Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements stipulations, conditions and covenants of said note and this Second Mortgage, are not will performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or the eather, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any tights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage at long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

(C.FINAGACIALUHTRO)

SPI SASS

SeminoleCounty Homeownership Assistance Program



Each person liable hereon whether maker or enforcer, hereby waives persentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

in the event of foreclosure, County reserves the right of first refusal on the property.

1010	
IN WITNESS WHEREOF, the said	Mortgagor has hereunto signed and sealed
these presents the day and year first about	ove written
SONIE LIVER	Mario Bas'
	to consequent the second of the consequence of the
Print Name: MARK WRIGHT	Print Name: MARIA_BAEZ
	211 20TH STREET VEST
	SANFORD, FLORIDA 32771
Brint Nama: 18 (18) 1 SVA DIO	Deint Blomes
Print Name: \(\sum{\lambda}\sum	Print Name:
SUSIE SMITH	řn.
6	CO. —
Print Name: (S)	τ_{ω}
	$r \omega$
	O1
Drint Name:	
Print Name:	
CV.	
STATE OF FLORIDA	
COUNTY OF SEMINOLE	()
I HEREBY CERTIFY that on this	23rd day of <u>MAY</u> , 1997
before me, an officer duly authorized in the	be State aforesaid and in the County aforesaid
to take acknowledgments, personally a	ippegied MARIA BAEZ, A SINGLE WOMAN
and <u>N/A</u> , wit	dexecuted the foregoing instrument and who
acknowledge before me that he/she/they	executed the same and are personally known
to me or have produced <u>A DRIVERS LI</u>	as identification and who did/
did not take an oath.	
WITNESS my hand and official seal in	the County and Stage West afbresaid.
FIRST CONTROL OF THE FIRST CONTROL OF THE CONTROL O	The Think
en	· ((a) Illus Maya
	Vame: MARP weight
	AARTIN SAIN) SULL NE MANUEL LABORATION IN
	March 2, 1999
Carry Best and C	Commission Expires 3/2/99 Alex 100000 mention has resultance inc
D. FLORIDA 22771	

(C.FMMANUALWITEO)



EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 5 FEET OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FEET OF LOT 5, BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 18, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

3244 1736

(C.FHMANUALMITEC)

21:2700



EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUTH \$3,400.00
AMOUNT: \$3,400.00
FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than on promises to pay Seminole County ("The County"), a political subdivision of the Sate
Florida, Qr O order, the manner hereinafter specified the sum
Thirty-Four Hundred and no/00 (\$ 3,400.00). The said principal shall be
payable (n) (lawful money of the United States of America to the County :
1101 East First Street, Sanford, Florida 32771 or at such a place as ma
hereafter be designated by written notice from the holder to the maker hereof. This Note and Michael Securing same shall be for a point of the maker hereof.
Note and Mortgage securing same shall be for a period of twenty (20) or thirty (30 years (if used in conjunction with FHA financing), beginning on the date of execution of
this Note and accompanying Mortgage. Repayment of this Note shall take place in the
following manner:
A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
B. No payment shall be required during the term of this Note, and this debt shall be
permanently forgiven (check one) X ten (10), twenty (20) o
thing (30) years (as applicable) after the date of the execution of this
Note provided no condition of default has occurred. This provision shall ensure
that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10), twenty (20) or thirty
(30) years (as applicable) after execution of this Note.
C. If the property is sold, leased, transferred or refinanced prior to x ten(10)
twenty (20) thirty (30) years after the purchase, the ful payment shall be due on sale, lease transfer or refinancing less any available
payment shall be due on sale, lease transfer or refinancing less any available
forgiveness as set forth in the recepture provisions of the Federal Regulations in effect at the time of default.
enect at the pine of default.
This Note incorporates, and is incorporated into the Second Mortgage Deed of even date on the following described property.
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
DEFAULT
The maker of this Note or its successors shall be in default upon occurrence of one or
more of the following conditions:

(CEMMANUALWITEO)



THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX) ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d). FLORIDA STATUTES

This instrument was prepared by and Return To:
Elaine L. Barlow, SHIP Program Coor Seminole County Chamber of Commerce

4590 South Highway 17-92

Casselberry, Fl 32707

The sale, transfer or refinancing of the subject home and real property, within ten (18), twenty (20) or thirty (30) years (as applicable) of execution of this Note, by (maker or maker's successors.

- 2. Leasing or renting of the property within ten (10), twenty (20) or thirty (30) years of the Page of execution of the Note and Second Mortgage.
- The destruction or abandonment of the home on the subject property by maker or maker's specessors.
- 4. Failure to pay applicable property taxes on subject property and improvements.
- 5. Failure to maintain adequate hazard insurance on subject property improvements.
- 6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
- 7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAUL

The occurrence of a default as set of the reinabove shall cause an acceleration of the remaining unpaid principal balance evidences therein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



Seminole County, Florida. Should this shall be declared, and the entire amount of THE SECOND MOTHE SALE, LEASE, TRANSFER TEN (10) YEARS, (30) YEARS AFTER EXECUTION OF loan amount of full, less any available forgiveness as Federal regulations in effect at the time of this Mortgage shall be subordinate this land, subject to the notification and a	in conjunction with FHA financing), full and a release filed in the public raforementioned provision be violated, in shall be immediately due and payal DRTGAGE SHALL BE DUE ON SALE OR REFINANCING OCCURS LES TWENTY (20) YEARS OR XITHIS INSTRUMENT. Mortgagor shall redollars (\$) to Mort provided in the recapture provision of default. to a valid purchase money First Mort approval of Mortgagor, has because standard and mortgagor has be	years or then this records of a default ble. THE LEASE, S THAN THIRTY repay the tagges in as of the gage on	
Orint Names Walls your			
Print Name: MARK WRIGHT	Print Name: MARIA-RAEZ	- N	യവ
- SILL SAIDH	SANFORD, FLORIDA 32771	3 5	BOOM
Print Name: SUSIE SMITH	Print Name:	SEM NOLE	CIAL
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Semindeforming Homeownership Assistance Program



STATE OF FLORIDA COUNTY OF SEMINOLE

HEREBY CERTIFY that on this 23RD day of before me, an officer duly authorized in the State aforesaid and in the County aforesaid who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me of have produced A DRIVERS LICENSE as Identification and who did/ did not take an oath.

WITHESS my hand and official seal in the County and State last aforesaid.

Name: MARK WRIGHT

Notary Public

Serial Number CC 439144 Commission Expires: 3/2/9

KAMPF TITLE & GUARANTY CORP. P.O. BOX 1359, 200 W. FIRST STREET SANFORD, FLORIDA 32771

CFMMAGRIGITAD;





EXHIBIT "A"

LEGAL DESCRIPTION

THE EAST 5 FEED OF LOT 3, ALL OF LOT 4, AND THE WEST 30 FRET OF LOT 5, BLOCK 2, HIGHLAND PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 28, OF THE PUBLIC RECORDS OF SEMIMOLE COUNTY, FLORIDA.

(CFWWARMA(WITAS)

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LEGIBLITY UNSATISFACTORY FOR MICROFILMING

SEMINOLE COUNTY FO HOME PROGRAM HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): Mar. : Baez, a slugle would	
Property Address: Bill 20th Street, W., Sanford, PL 32771	
Troperty Address.	***************************************
this Agreement is entered into this 710 day of April 1997 by and between Septimole County, a political subdivision of the State of Florida, whose address is 1101 East First Street	2 ř.
Senford Ficrida, 32771 (hereinafter COUNTY) On Haria Baca, Coloreinafter HOMEBUYE	id ')
1. USEOF FOME FUNDS WHEREAS, the COUNTY has received HOME funds appropriated by the National Afforcable Housing Act of 1990 as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD") to be expended in accordance with HOME Investment Partnership Acts (42 U.S. 12701 et seq) as a remarked by the Housing and Community Development Act of 1992 and the Mudifamily Property Disposition beform Act of 1994, and	Ì
WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipien organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set for high A24 CFR Part 92 as amended or waived by HUD.	7
2. AFFORDABILITY (())	
The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a team as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited (coard, transfer, bankruptcy or foreclosure), (2) the porrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.	
3. REPAYMENTS	
The COUNTY shall provide a Deferred Payment Loan in an amount up to \$.3400.— at 0% until the first of the following events occurs ((1) payrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale transfer, barkreptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.	
4. UNIFORM ADMINISTRATIVE REQUIREMENTS O	
Not applicable as the HOMEBUYER is not prouble provider state recipient.	
5. PROJECT REQUIREMENT	
The COUNTY and the HOMEBUYER agree to some with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:	
(a) The HOMEBUYLE(s) have certified that the property spatible his/her/their principal residence and that, at the time of application and approval, his/her/their equival income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size	
(b) The property is located within the geographical areas of Seminole County, Florida and has an alter rehabilitation or construction appraised value equal to deless than nurely-five percent (95%) 1961s when used with SHIP funds) of the median sales price of the effect. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the Kousthold income and property value requirements in accordance with the HOME Program requirements and algorithms the project eligible for unding.	
The HOMEBUYER shall maintain the property, including payment peoperty taxes and homeawners insurance, during the term of affordability	
fat/manuat/homeprom 60	
175.4% A STATE OF THE STATE OF	



6. HOUSING AND QUALITY STANDARDS

The property at the time of Initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are noted.

Equal opportunity and fair housing Applicable Mot Applicable (one unit)

No Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

Mot Applicable

Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

d) Lead parti

Applicable theme built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

Not Applicable (Unit built during or after 1978.)

e) Conflict of Interest po conflict found

1) Disbarment and suspension - not applicable

g) Flood insurance

h) Executive Order 12372 mor applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the school (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, laterest Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if hecessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

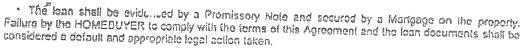
The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

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3/25/95

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4. DURATION OF THE AGREEMENT

S. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, see a color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party relationship involving the COUNTY.

The COOM IT.	
	SEMINOLE COUNTY-FLORIDA
WITNESS:	Acto
Mars Very Manhares	Gary E. Kaiser, County Manager
MARY VERW MANTZARTS	Dale: 5/7/97 55 N
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WITNESSES	· · · · · · · · · · · · · · · · · · ·
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DPZ, N. GRZZ ()	211 20TH STREET WEST
withick bounda	SANFORD, FLORIDA 32771 ==
CYMTHIA D. BOWMAN	Date: 4 - 1 - 9 /
NOTARY AS TO HOMEOUVERS.	An Collesson & Cossos Danes
NOTARY AS TO HOMEBUYER(S):	CONTROL TO CONTROL THE CONTROL
COUNTY OF Seminole 1	Z 0 -
The foregoing instrument was acknowled	
1997, by Maria Barz	
known to me or who has produced Hundo PA	who is personally dentification as identification.
Print Name James A. Mintes.	
4	\(\sigma\)
Notary Public in and for the County and State Afore	ementioned.
My commission expires: (The 20, 20,	30
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Felmanualhomopigm	
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